

Solicitation 1611-128

RV Park Development at Williamson County Expo Center- Phase II development

Bid Designation: Public



Williamson County, Texas

Bid 1611-128**RV Park Development at Williamson County Expo Center- Phase II development**

Bid Number	1611-128
Bid Title	RV Park Development at Williamson County Expo Center- Phase II development
Bid Start Date	In Held
Bid End Date	Jan 24, 2017 2:00:00 PM CST
Question & Answer End Date	Jan 20, 2017 2:00:00 PM CST
Bid Contact	Teri Jeffries Senior Purchasing Specialist 512-943-1553 Teri.jeffries@wilco.org
Contract Duration	1 year
Contract Renewal	Not Applicable
Prices Good for	30 days
Pre-Bid Conference	Jan 11, 2017 10:00:00 AM CST Attendance is mandatory Location: Williamson County Expo Center located at 210 Carlos G. Parker Blvd. Taylor, Texas 76574
Bid Comments	<p>Williamson County is requesting a Statement of Interest and Qualifications (SOQ) form A/E firms/teams interested in providing professional services, to include, but not limited to, architectural, landscape architectural, surveying, engineering services, construction management and administration for design and development of the Recreational Vehicle (RV) Park - Phase II, at the Williamson County Expo Center in Taylor, Texas. This project is in part grant funded. Project instructions must be complied with and are included in the documents.</p> <p>Phase II project scope includes, but is not limited to, the development of a connector road, parking and related infrastructure for up to 46 RV sites with utility pedestals, utilities to support RV sites, including water and electrical services (30 and 50 amp), site lighting, RV wastewater dump station, site work, any necessary demolition, walks and connector trails, and native plant landscaping. Phase II project development will also include the preparation of schematics, all permitting, identification and coordination of utilities, plans, specifications, estimates, and will assist with bidding and construction management. Roadway design and a geotechnical investigation/report currently exists as a part of the recent Phase I development. Firms will be responsible for any additional road design and/or geotechnical requirements deemed necessary.</p>

Item Response Form

Item	1611-128--01-01 · Add all proposal documents to this line item
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	Williamson County, Texas <u>Parks and Recreation</u> 219 Perry Mayfield Leander TX 78641 Qty 1

Description

Add all documents to this line item.



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICIATION 1611-128

**RV Park Development at Williamson County Expo Center- Phase II
development**

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Jan 24, 2017 2:00:00 PM CST**

**PROPOSAL WILL BE PUBLICLY OPENED:
Jan 24, 2017 2:00:00 PM CST**

Notice is hereby given that sealed Proposals for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive proposals. Specifications for this RFP may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Proposal.

All electronic proposal must be submitted via: www.bidsync.com

Electronic proposals are requested, however paper proposals will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Respondents are strongly encouraged to carefully read this entire RFP.

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Proposal Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this RFP.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.

General Information:

- If mailed or delivered in person, Proposal and Proposal addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this RFP, to:

Williamson County Purchasing Department
Attn: **PROPOSAL NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed."
 - Respondent should submit one (1) original.
 - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
 - Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
 - Facsimile transmittals will NOT be accepted.
- Proposals will be opened publicly in a manner; however, to avoid public disclosure of contents, only the names of Respondents and pricing will be read aloud.
- All submitted questions with their answers will be posted and updated on www.bidsync.com.
- It is the Respondent's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.
 - Any Addenda and/or other information relevant to the RFP will be posted on www.bidsync.com.
 - The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.

Scope of Work Overview RFQ 1611-128

Williamson County is seeking Qualification Proposals from A/E firms interested in providing professional services, including but not limited to, architectural, landscape architectural, surveying, engineering services, construction management and administration for design and development of the Recreational Vehicle (RV) Park (Phase II) at the Williamson County Expo Center.

Phase II project scope includes, but is not limited to, development of a connector road, parking and related infrastructure for up to 46 RV sites with utility pedestals, utilities to support RV sites including water and electrical service (30 amp and 50 amp), site lighting, RV wastewater dump station, site work, any necessary demolition, walks and connector trails, and native plant landscaping.

Phase II project development will include the preparation of schematics, all permitting, identification and coordination of utilities, engineering, and any other items necessary to successfully develop the project.

The awarded firm(s) will prepare Design and Construction Plans, Specifications, Estimates, and will assist with Bidding, and Construction Management. Roadway design and a geotechnical investigation/report currently exists as a part of recent Phase I development. Firms/teams will be responsible for any additional road design or geotechnical requirements deemed necessary.

RV Park general requirement overview:

Below are guidelines and a general outcome for the project; however, Respondents, in their proposals, are encouraged to provide alternative solutions, recommendations and suggestions for the project design, as well as support the ability to satisfy the requirements.

RV Design Information includes:

1. Up to 46 Campsites (R.V. Hook ups) providing 30 and 50 amp service and water connections
2. Each site to be 50 ft. long by 23'6" ft. wide (12'-0" stall/11'-6" picnic area)
3. Small light and numbers on pedestals to each site
4. Additional site lighting as required
5. Dump Station to meet capacity of RV sites of this size
6. Flex base at RV Park (minimum)
7. Hydro-mulch with temporary irrigation. Permanent irrigation only at trees.
8. ADA compliant granite gravel trail connecting RV site to Taylor Sports Complex (estimated 1/2 mile only)
9. Topsoil mix to 4" chocolate loam at disturbed areas only, with hydro-mulch and temporary irrigation.

West Road Extension:

1. Asphalt road and concrete ribbon curb
2. Topsoil mix to 4" chocolate loam at disturbed areas only, with hydro-mulch and temporary irrigation.

Connector Sidewalk:

1. Topsoil mix to 4" chocolate loam at disturbed areas only, with hydro-mulch and temporary irrigation.
2. Connects RV Park to West side of Arena and Expo Center

RFQ 1611-128 Engineering and Professional Services for Phase II RV Park at the Expo Center
Comments, Requirements, Evaluation and Scoring Criteria for the qualifications submitted

Williamson County is seeking a Statement of Interest and Qualifications (SOQ) from A/E firm/teams interested in providing professional services, including but not limited to, architectural, landscape architectural, surveying, engineering services, geotechnical services as needed, construction management and administration for design and development of the Recreational Vehicle (RV) Park (Phase II) at the Williamson County Expo Center.

If entering an electronic Statements of Qualifications in BIDSYNC (PREFERRED), the following documents **MUST** be completed and attached to FIRST LINE ITEM. The response shall be structured as defined below:

1. **Page one:** A one (1) single sided page transmittal letter that provides: an overview of the firm. In addition, it shall provide the name, physical mailing address, email address and telephone number of the proposed contact for the RFQ and possible interview process. In order to address the pass/fail criteria, the transmittal shall also confirm that the respondent has at least one office within Texas and state the location of that office.
2. **Page two:** Provide organizational chart for the project listing key task leaders and project staff directly involved in the project. Any names shown on the organizational chart shall be considered as a firm commitment that those individuals shall perform the duties represented. Failure of staff to perform responsibilities represented may result in revocation of the contract. **Resumes shall be provided in Appendix A for all individuals listed on the organizational chart. This chart may be 11x17 and counted as 1 page. This is the only page that can be larger than 8-1/2x11.**
3. **Page three:** Provide information regarding the availability of the staff indicated on the organizational chart provided on page two. For staffing purposes, assume the notice to proceed will be issued in March of 2017.
4. **Page four:** Provide information regarding the project manager's experience, knowledge, skills and abilities as they relate to RV park design and related infrastructure.
5. **Pages five and six:** Provide information regarding the key project staff's experience, knowledge, skills and abilities as they relate to RV park design and related infrastructure services.
6. **Page seven:** Provide information regarding your understanding of the proposed work.
7. **Page eight through ten:** Provide a detailed response to each of the evaluation criteria area from the evaluation criteria below.
8. **Appendix A:** Provide resumes of project manager and key staff shown on the organizational chart. **Resumes shall indicate not only a project worked on but the activities performed by the individual on the project. Resumes not providing correct information may be considered non responsive.** Limit resumes to no more than four single-sided pages per individual resume submitted.
9. Appendix B. Debarment and Licensing Certificate
10. Appendix C.: Conflict of Interest Statement

NOTE: If filing electronically via Bidsync, the "Conflict of Interest Statement" and the "Debarment and Licensing Certificate" are fillable forms to be completed and accepted.

Pass/Fail Criteria

To be considered for evaluation, all interested firms must have at least one office located within Texas. A statement indicating this must be included in the transmittal letter.

RFQ 1611-128 Engineering and Professional Services for Phase II RV Park at the Expo Center
Comments, Requirements, Evaluation and Scoring Criteria for the qualifications submitted

Evaluation and Scoring Criteria for the Statement of Qualifications

Evaluation Criteria	Maximum Score Points	Please select a whole number from the list provided for each question (Decimal scoring or unlisted rating scores are not permitted)
<u>Local Presence in Texas</u>	P/F	Pass or Fail
<u>Project Manager's</u> Experience/Qualifications working on RV Park design and related infrastructure	30	30 = Significantly Exceeds Requirements 24 = Exceeds Requirements 18 = Meets ALL requirements 12 = Marginally Meets Requirements 0 = Does Not Meet Requirements
<u>Firm and Project Team's</u> Experience/Qualifications with project management of RV Park construction	30	30 = Significantly Exceeds Requirements 24 = Exceeds Requirements 18 = Meets ALL requirements 12 = Marginally Meets Requirements 0 = Does Not Meet Requirements
<u>Individuals on the Project Team</u> Experience/Qualifications working on RV Park design, construction and related infrastructure	30	30 = Significantly Exceeds Requirements 24 = Exceeds Requirements 18 = Meets ALL requirements 12 = Marginally Meets Requirements 0 = Does Not Meet Requirements
<u>Availability of Project Manager and Project staff to begin on or before March 2017 and complete on or ahead of schedule</u>	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
<u>The firm's Understanding of the Project specifications</u>	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
<u>Firm's support of available staff to fast-track and make the project a priority from the onset to full completion</u>	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
<u>Total Evaluation Points</u>	135	Total Possible Score

Evaluation and Selection process

Statements of Qualifications shall be evaluated and scored by a committee of Williamson County employees using the Evaluation and Scoring Criteria enclosed. Depending on the results of the RFQ evaluation, Williamson County may or may not utilize an interview phase. If interviews are used, Williamson County anticipates inviting approximately two to three top scoring respondents to an

RFQ 1611-128 Engineering and Professional Services for Phase II RV Park at the Expo Center
Comments, Requirements, Evaluation and Scoring Criteria for the qualifications submitted

interview. During the interview, invited respondents shall address criteria included in their letter of invitation for an interview. The top ranking respondent shall be considered to be selected to enter into negotiations for a contract. If negotiations are successful, the selected firm shall be recommended to the Williamson County Commissioners Court for final selection and contract approval. The method of payment will be lump sum fee agreement with payments distributed throughout the life of the project based upon percentages of work completed. Please note that the Williamson County Commissioners Court will make the final selection of providers for all contracts.

GENERAL INFORMATION AND SPECIFICATIONS

GENERAL

Williamson County is seeking/requesting a Statement of Interest and Qualifications (SOQ) from A/E firm/teams interested in providing professional services including but not limited to architectural, landscape architectural, surveying, engineering services, geotechnical services as needed, construction management and administration for design and development of the Recreational Vehicle (RV) park (Phase II) at the Williamson County Expo Center.

The firm/team will prepare Design and Construction Plans, Specifications, Estimates, and will assist with Bidding, and Construction Management. Phase II project scope includes, but is not limited to development of a connector road, parking and related infrastructure for up to 46 RV sites with utility pedestals, utilities to support RV sites including water and electrical service (30 amp and 50 amp), site lighting, RV wastewater dump station, site work, any necessary demolition, walks and connector trails, native plant landscaping. Phase II project development will also include the preparation of schematics, geotechnical investigation and report (if necessary) all permitting, identification and coordination of utilities, engineering, review and possible modification/use of existing road design, and any other items necessary to successfully develop the project.

BACKGROUND

The Williamson County Expo Center is nearing completion of Phase I development. Phase II development includes the RV park, utilities, connector road, walks and trails, site work. Phase II development is a \$1 million dollar project that is funded in part with a grant from the Texas Parks and Wildlife Department. Professional services costs are limited to a maximum of 12% of construction element costs. Related stipulations and requirements may be seen at the following location. Instructions for Approved Projects and Grant submission are included in the bid packet.

DESCRIPTION OF PROJECT

The project involves data collection and analysis, plan development, preparation of design and construction drawings, specifications, cost estimates, development of bidding and contract documents; and construction management. The following components will be included:

- ❖ Connector road,
- ❖ Parking and related infrastructure for up to 46 RV sites with utility pedestals
- ❖ Utilities to support RV sites including water and electrical service (30 amp and 50 amp),
- ❖ Site lighting,
- ❖ RV wastewater dump station,

- ❖ Site work, any necessary demolition,
- ❖ Walks and connector trails,
- ❖ Native plant landscaping
- ❖ Roads and parking
- ❖ Related infrastructure

TECHNICAL EXPERTISE

Interested A/E firms or teams shall have extensive knowledge and expertise to include, but not be limited to the technical areas of landscape architecture and public park planning/development, civil engineering, environmental assessment, geotechnical and pavement design, erosion control, hydraulics and hydrology, floodplain analysis, land surveying, coordination with state and federal resource agencies, contract and construction management.

SCOPE OF SERVICES REQUESTED

The following is the minimum scope of services to be provided by the A/E firm/team selected for the project. It is intended that the scope cover the entire project from design through construction. Any omissions in scope should be noted to the County.

Programming:

1. The A/E firm/team shall meet with County staff and other entities/groups involved in the project to determine needs (including spatial and development) of park program(s) and buildings/facilities for projected needs.
2. Site evaluations to determine the best possible use of the Master Plan.
3. Prepare preliminary estimate of construction costs.
4. Coordinate with local government bodies, cities, and local utilities in relation to the Project.
5. Provide up to three (3) separate presentations to County Project Management Team.

The Design Phases, at a minimum, shall include the following:

Schematic Design:

1. Based on mutually agreed-upon program, prepare Schematic Design Documents for review and approval.
2. Revise preliminary estimate of construction cost.

Design Development Phase:

1. Based on approved Schematic Design documents, A/E firm/team shall prepare Design Development Documents to fix and describe the size and character of the project, including civil, architectural, structural, mechanical, electrical, and any specialty systems and materials that are necessary.

2. Compliance with all applicable state, federal and local regulations regarding historic structures; archeological or paleontological items of significance; preparation of any status reports required, and any other design service needed to complete this project.
3. Conformance with the Americans with Disabilities Act and Texas Accessibility Standards.
4. Provide Design Development submittal for review and approval. Submittal shall include, at a minimum, any necessary revisions to the master plan, elevations, proposed trail routes, and revised preliminary cost estimate for all remaining items.
5. Provide up to three (3) separate presentations to Williamson County Project Management Team to:
 - a) discuss project timelines and schedule for project deliverables;
 - b) discuss possible design criteria based upon mutually agreed upon programming; and
 - c) additional meetings if needed.

Construction Document Phase:

1. Provide construction document drawings and specifications.
2. Prepare 60% drawings and cost estimates for the planned improvements identified in the "Description of Project" section of the RFQ, and meet with County staff to review.
3. Prepare 90% & 100% drawings and cost estimates, and meet with County staff to review.
4. Provide a detailed final construction cost estimate to include contingencies.
5. Provide up to three (3) separate presentations to Williamson County Project Management Team to discuss final cost estimates.
6. Present plans to Commissioners Court as necessary and appropriate and answer any relevant questions as necessary.
7. Obtain any necessary approvals from review and permitting authorities, to include local planning & building departments.

Bidding and Contracting Phase:

1. Prepare bid documents and assist the County in advertising for bids.
2. Oversee Pre-Bid Meeting & prepare addendums (as needed).
3. Review bids and provide written recommendation(s) to County staff.
4. Oversee Pre-Construction Meeting.
5. Prepare addenda, review prior approval requests.
6. Make recommendations on Bids/Proposals received.
7. Re-design/re-bid of facility if low bid or proposal exceeds Williamson County's construction budget at no additional cost to Williamson County.
8. Assist, at County's request, with drafting and preparing construction contract documents.

Construction Administration Phase:

1. Attend pre-construction conference and up to two (2) on-site field meetings and

- inspections per week.
2. Shop drawing and submittal review.
 3. Provide site observations and/or inspections and develop punch list report as required by County.
 4. Answer Contractor RFI's to resolve field/design issues.
 5. Prepare supplemental instructions and sketches.
 6. Provide A/E progress inspections (with reports).
 7. Provide substantial and final completion inspections to include American with Disabilities (ADA) inspections, and prepare punch lists.
 8. Review, approve, and provide a final report of inspections.
 9. Review contractor Applications for Payment and recommend for approval.
 10. Provide independent estimates on Proposed Change Orders. County will negotiate Change Orders with the Contractor and the A/E firm/team will provide support.
 11. Ensure submission of accurate "as-built" drawings.

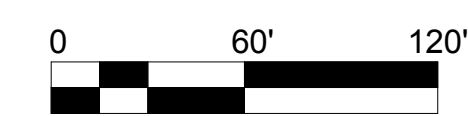
MANDATORY ON-SITE MEETING

All A/E firms/teams submitting to this RFQ must attend an on-site meeting at 10:00 AM CST on January 11, 2017, at the Williamson County Expo Center located at 210 Carlos G. Parker Boulevard, Taylor, Texas. At this time, A/E firms/teams will be able to ask any questions in reference to the project and/or RFQ.

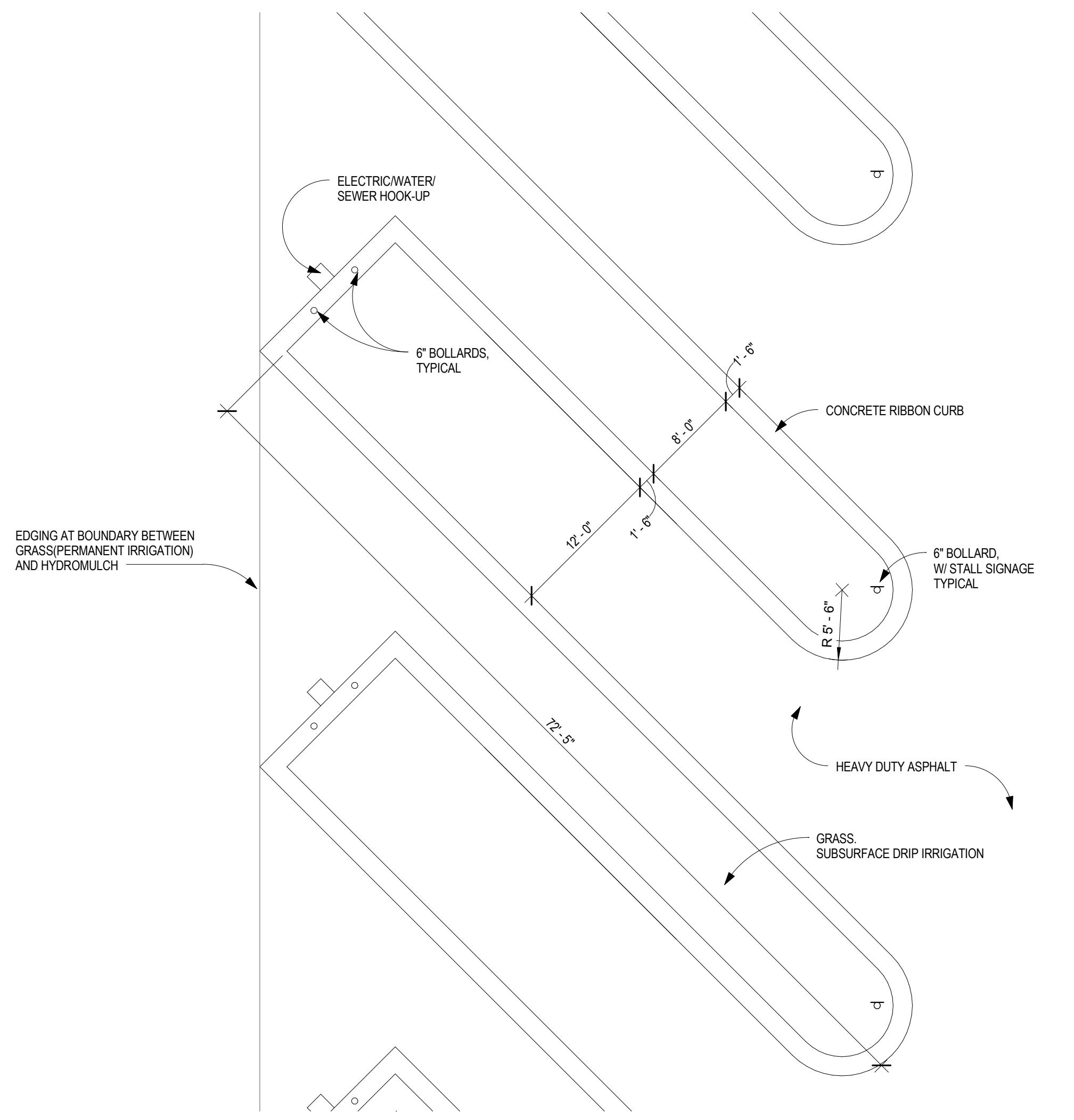
Technical Contacts:

Clint Chitsey
General Manager
Williamson County Expo Center
210 Carlos G. Parker Boulevard,
Taylor, Texas.
512-238-2101
CLINT.CHITSEY@WILCO.ORG

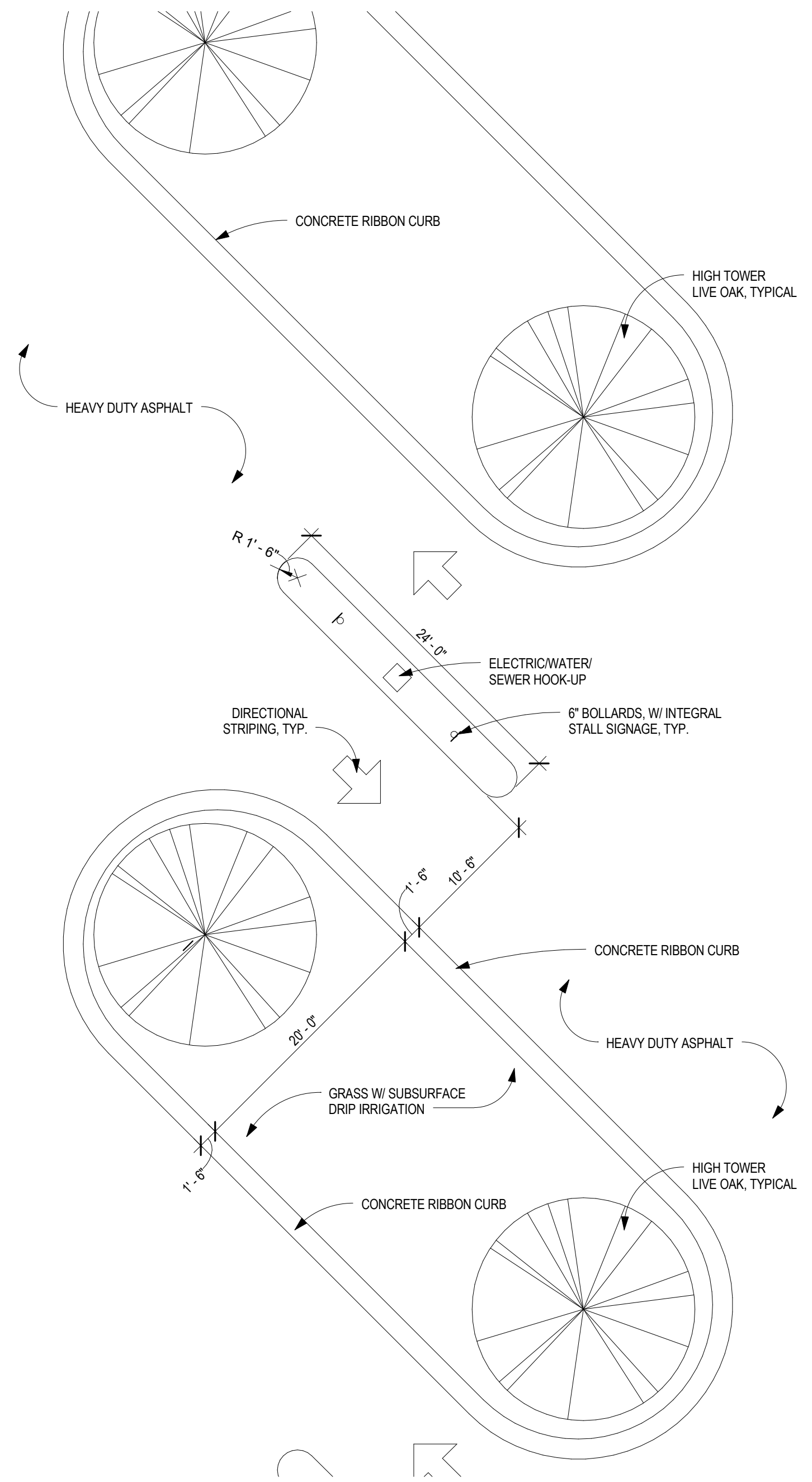
Dale Butler
Project Manager
Williamson County Facilities Maintenance Division
3101 SE Inner Loop Rd
Georgetown, TX 78626
512-943-1636
dbulter@wilco.org



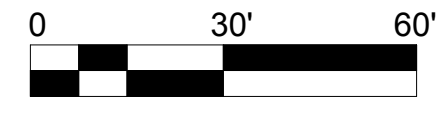
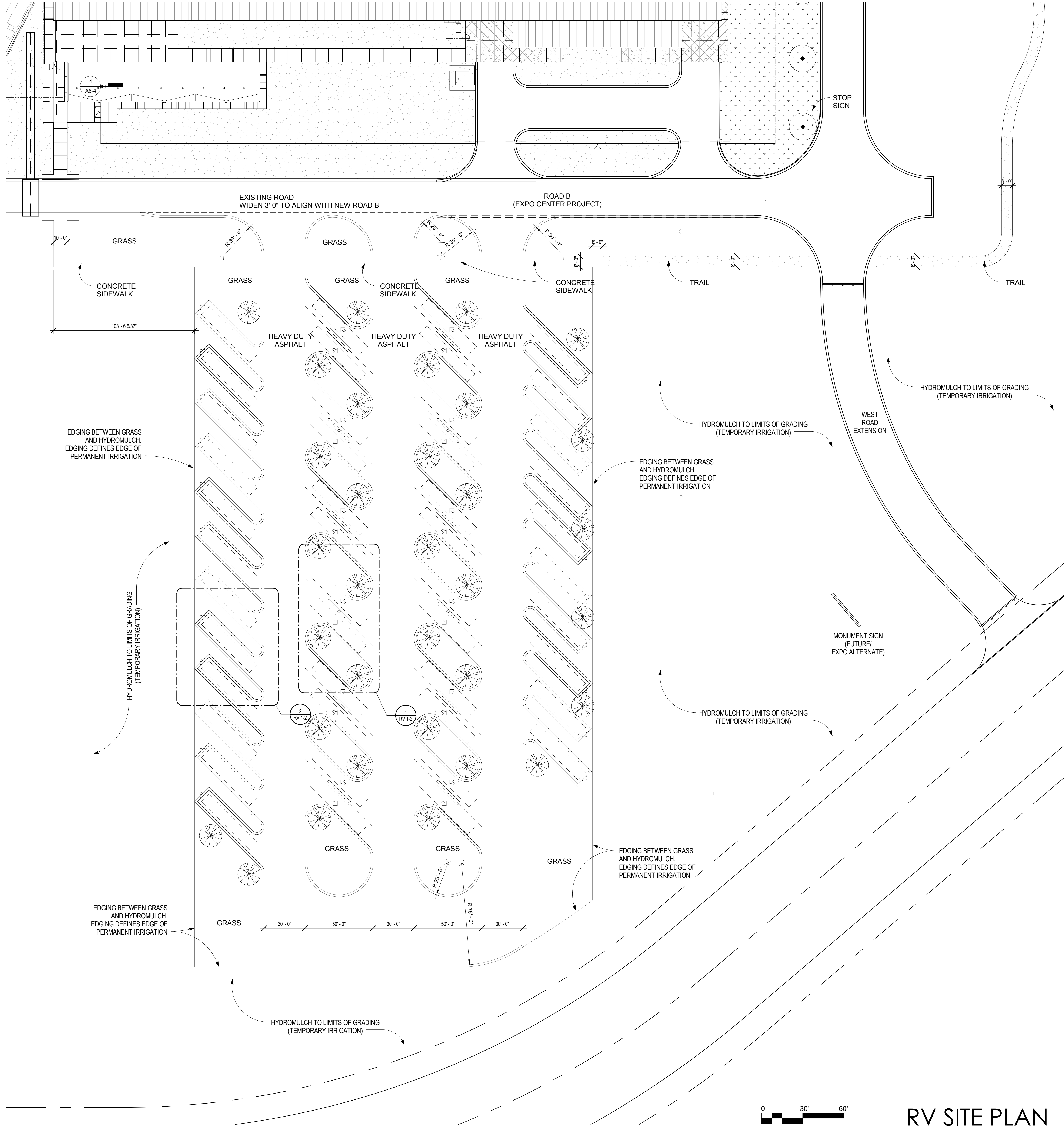
RV 1-1



2 TYPICAL BACK IN PLAN
1/8" = 1'-0"



1 TYPICAL PULL THROUGH PLAN
1/8" = 1'-0"



RV SITE PLAN

INSTRUCTIONS FOR APPROVED PROJECTS

Recreation Grant Programs

Revised September 2014



PWD BK P4000-1146

TABLE OF CONTENTS

SECTION 1 – INTRODUCTION	1
Letter from the Director.....	2
Grant Process Flow Chart	3
Branch Directory	4
SECTION 2 – QUARTERLY STATUS REPORTS	5
Quarterly Status Reports	6
SECTION 3 – LAND ACQUISITION PROCESS	7
Acquisition Flow Chart.....	8
Acquisition Methods	9
Appraisal required.....	11
SECTION 4 – DESIGN/DEVELOPMENT PROCESS	17
Design Construction Flow Chart.....	18
Design Development Instructions	19
Acknowledgment Signs	24
Natural Area/Open Space/Wetland Resolution	27
SECTION 5 – REIMBURSEMENT PROCESS.....	31
Reimbursement Flow Chart.....	32
Grant Reimbursement Procedures	33
Construction Methods.....	37
Land Acquisition Reimbursement Checklist	39
Reimbursement Request Checklist.....	40
Project Close Out Checklist.....	41
Reimbursement Forms	42
I. Daily Work Record for Employees	43
II. Weekly Work Record for Employees	44
III. Daily Work Record for Volunteers.....	45
IV. Weekly Work Record for Volunteers	47
V. Equipment Listing.....	48
VI. Certification for Donated Labor or Service	50
VII. Certification for Reimbursement Request	51
VIII. Sample Spreadsheet for Budget Summary.....	52
IX. Sample Budget Summary	53
X. Direct Deposit Authorization	54
SECTION 6 – AFTER GRANTS PROJECTS ARE COMPLETE	55
Retention, Operation and Maintenance Responsibilities.....	56

Section 1

INTRODUCTION



Dear Sponsor:

Congratulations! We are pleased that you have been awarded a grant under the Recreation Grants Program.

These instructions are designed to provide step-by-step directions for project administration until completion. We have provided several flow charts and a number of checklists I hope you will find helpful. We suggest you provide a complete copy of this set of instructions to the person who will be responsible on a daily basis for coordinating the grant for you.

We are excited to offer our new online grants management system. This is where you will be able to manage your project and upload required information. The system can be located at: <https://tpwd-recgrants.fluidreview.com>.

Also included is a directory of the Recreation Grants Branch Staff. We suggest that you schedule an individual pre-construction procedural meeting in order to discuss program acquisition, development, and reimbursement guidelines. Please schedule with the appropriate staff member or call us at 512/389-8224.

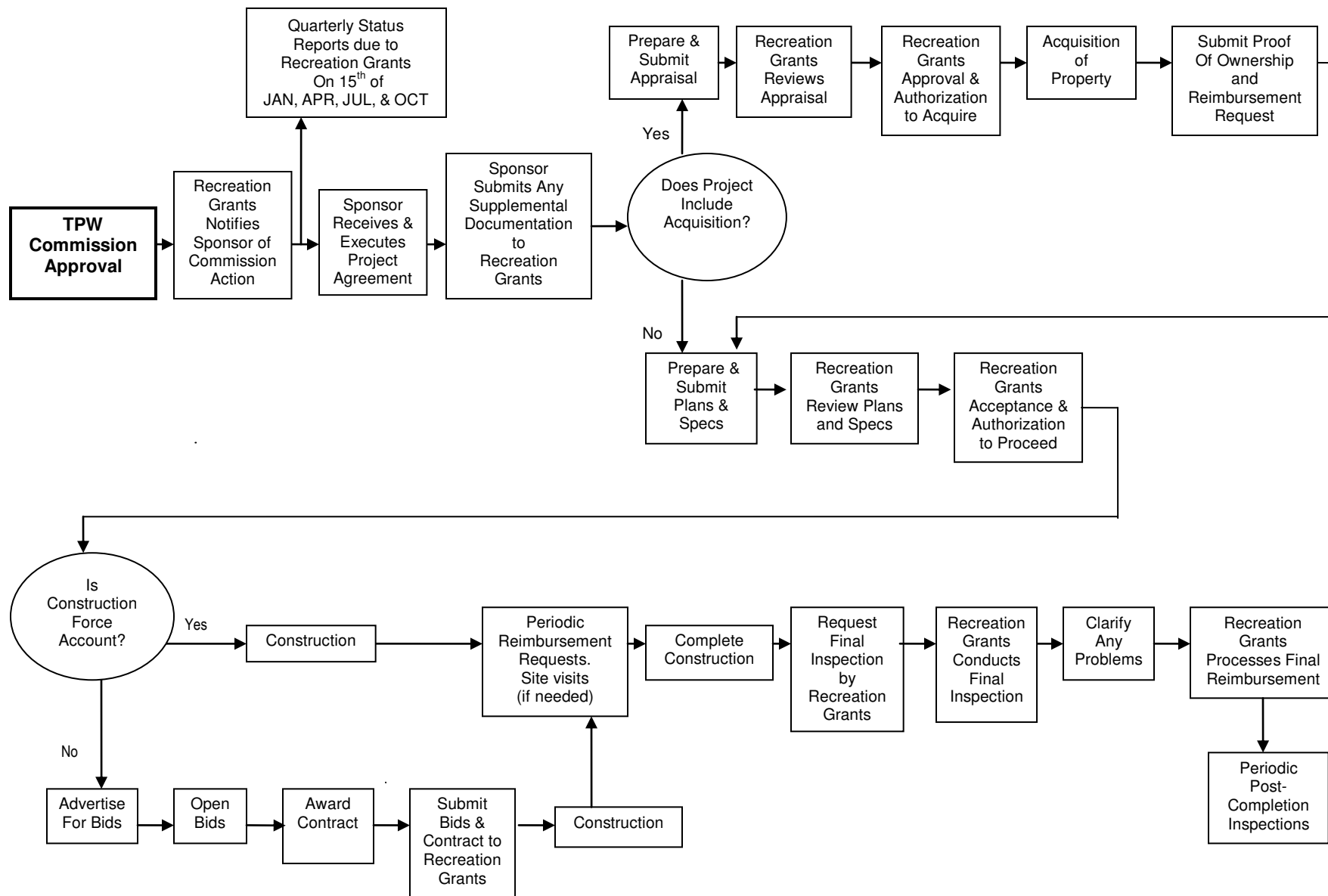
We look forward to the successful completion of the project and hope our partnership will be productive.

Sincerely,

Tim Hogsett, CPRP
Director
Recreation Grants Branch

TH:RR

GRANT PROCESS FLOW CHART



Recreation Grants Branch Directory

Mailing Address: Texas Parks & Wildlife Recreation Grants Branch 4200 Smith School Road Austin, Texas 78744	Office Location: Texas Parks & Wildlife Recreation Grants Branch 1340 Airport Commerce Drive Building 6, Suite 600A Austin, Texas 78741
Website: http://www.tpwd.state.tx.us/business/grants/ Online Grants Management System: https://tpwd-recgrants.fluidreview.com Email: Rec.Grants@tpwd.state.tx.us Telephone: (512) 389-8224 Fax: (512) 389-8242 TPWD Main Numbers: 1-800-792-1112 or (512) 389-4800	

Tim Hogsett, Director	389-8224
Local Park Grants Section Manager.....	389-8175
Fiscal Section Manager.....	389-8210
Community Outdoor Outreach Program Manager	389-8745
Non-TRPA Grants (Boating, Trail, & Pump-out) Manager	389-8128
Office Manager	389-8775

Section 2

QUARTERLY STATUS REPORTS

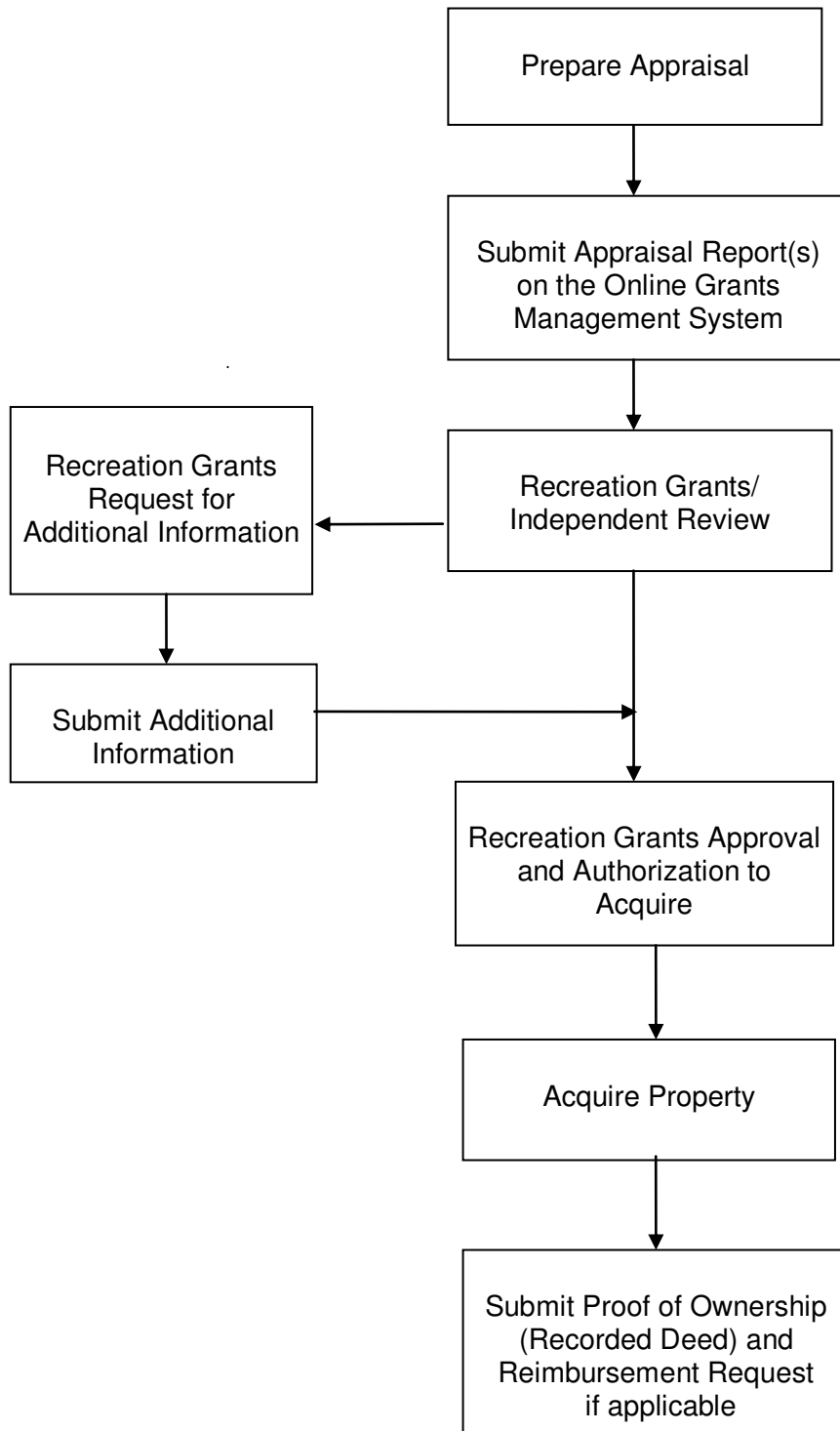
Quarterly Status Reports

Quarterly status reports must be completed to the online grants management system at: <https://tpwd-recgrants.fluidreview.com> and should be provided **on or before the 15th of January, April, July and October.** Please discuss your progress with appraisal and land transfer negotiations, construction of project elements, reimbursement requests, any problems incurred, requested changes to the contract, and the feasibility of meeting compliance deadlines and project expiration date. You may upload photos showing the project progress to the quarterly status reports.

Section 3

LAND ACQUISITION PROCESS

LAND ACQUISITION FLOW CHART



ACQUISITION METHODS

- 1. Methods of Acquisition.** Acquisition of land and water, or interests therein, may be accomplished through purchase, eminent domain, transfer, donation, sponsor owned non dedicated park land used as match. The Department encourages public policies and procedures for the acquisition of real property that are fair and consistent, and directed toward giving the property owner the full measure of compensation authorized by law, promptly, with a minimum of inconvenience, and without prolonged negotiation or costly litigation.

Real property should be appraised before the initiation of negotiations. Program assistance will be based on the current fair market value of real property as established by an independent appraisal reviewed and approved by the Department. Property owners shall be afforded an opportunity to accompany the appraiser during the inspection of the property.

If a partial taking would leave the owner with an uneconomic remnant, the sponsor shall offer to acquire the entire property.

In determining the boundaries of a project, the sponsor should take into account human considerations, including the economic and social effects of the acquisition and subsequent development on owners and tenants in the adjacent area, in addition to engineering and other factors.

- A. Acquisition by Donation. One appraisal report is required for all projects involving the donation of real property or interests therein for determination of matching share.
 - B. Acquisition by Purchase. The sponsor should contact the landowner to determine availability of the property. An appraisal should be prepared according to the Appraisal guidelines and submitted to the Department for review/approval.
 - C. Sponsor Owned Land Used as Match. An appraisal report is required to establish the level of program assistance, when sponsor owned, non-dedicated parkland is used as the local match.
 - D. Eminent Domain/Condemnation. When lands are acquired through judicial proceedings, the price determined by the court will be accepted by the Department. The Department, however, will not be obligated to match an amount higher than the approved support ceiling of the project. Every reasonable effort should be made to acquire real property by means other than eminent domain or condemnation. Condemnation should not be advanced or delayed in order to induce an agreement on price. If an agreement does not appear possible after a reasonable period of negotiation, the project sponsor may, if authorized by law, institute condemnation proceedings.
- 2. Basis for Assistance.** Generally, the market value standard will be used as the basic measure of program assistance on acquisitions. Program assistance shall be based upon evidence of this value. When determined by the Department to be capital costs and when other pertinent conditions are met, any degree of long term interest in real property can be considered for matching aid, whether purchased by or donated to the project sponsor. Properly documented costs of severance damage may be matched. Severance damage is the diminution in value of the remaining land due to the particular land taken and is considered to be an inherent part of just compensation. The only incidental costs of acquisition which may be matched are appraisal and boundary survey costs for non-Land & Water Conservation Fund Projects.
 - 3. Department Action on Acquisition Documents.** The Department will review appraisal reports for adequacy and consistency. Other documents may also be checked to determine whether they adequately serve the purposes intended for them. Additional information, including a new appraisal, may be required when circumstances so warrant.

4. **Waiver of Requirements.** The Department may waive any of its documentation or payment requirements upon request or upon its own initiative, when in the opinion of the Department a requirement is not necessitated by law and does not reduce any protections provided by the Grants Manual. When such a waiver is given, the Department reserves the right to establish suitable and reasonable conditions under which the waiver may be operative.

Additional Administrative Requirements

1. **Statement on Differences in Value.** An appraisal, if competently compiled by a qualified person, should be an acceptable estimate of property value; it cannot be assumed, however, to be an absolute statement of value. The approved appraisal value is a basis for helping establish the level of grant support.
2. **Reservations and Outstanding Rights.** In an effort to stretch the dollars spent, the project sponsor might wish to purchase less than fee simple title. This would be permissible when fee simple title is excessively expensive, and a lesser control of the area will not detract from the recreation use of the land and not have significant impact on the environment.
3. **The Department will not obtain a legal right or title to any area or facility acquired with Texas Parks and Wildlife assistance.**
4. **Evidence of Title.** The Department must have on file satisfactory evidence of the purchase price and a description of the character and nature of the title received by the sponsor before the Department reimburses grant funds. Evidence of title, such as the executed and recorded deed, title insurance, or other means considered reasonable and adequate, must also be available to the Department before requesting reimbursement.

A survey may be required by the Department when there is reasonable doubt about the exact location of the boundary or of the size of the tract being acquired.

5. **Responsibility for Quieting Title or for Replacement of Properties Acquired with Defective Title.** The sponsor is responsible for quieting claims against title and for replacing property found to have defective title with other properties of equivalent value, usefulness, and location acceptable to the Department.
6. **Acquisition of Interest in Real Property.** The acquisition of easements, rights-of-way, etc., will be viewed in the same light as full takings. Documentation of value by appraisal will be the same. The project proposal should adequately explain why lesser interests are to be acquired.
7. **Acquisitions Involving Relocations.** The Department will not assist with relocation costs for persons displaced by grant-assisted property acquisition. It is the sole responsibility of the grant sponsor to bear these relocation costs. It is also the responsibility of the sponsor to follow the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act related to benefits and payments for displaced persons.

APPRAISAL

NOTE: In order to ensure the appraisal report contains the content required, the grant sponsor needs to provide the appraiser with a copy of these Appraisal guidelines.

- 1. Type of Appraisal.** The sponsor shall secure an appraisal of the appropriate type by a State of Texas Certified General Real Estate Appraiser for all real property to be taken. All work by the appraiser must conform to the current version of *Uniform Standards of Professional Appraisal Practice* (USPAP) and to the standards set forth below in “A.” or “B.” The appraisal will be submitted to the Department for review unless otherwise noted or requested. The value established by the appraisal report should not be older than one year from the date of its submittal to the Department for review.

The type of appraisal required depends on the source of grant funding. When Federal Funds are involved, the standards under “A.” apply. If only State Funds are involved, then the appraisal standards under “B.” below apply.

- A. Appraisal Standards – Federal Funds.** When Federal Funds are involved, standards for appraisals shall be those set forth in the current versions of USPAP and *Uniform Appraisal Standards for Federal Land Acquisition* (“Yellow Book”) which can be found on the U. S. Department of Justice’s internet website: <http://www.usdoj.gov/enrd/land-ack/>. Strict compliance with Yellow Book standards is required.

Sponsors should be aware that the Yellow Book requires an appraisal which is more elaborate and more detailed than the typical appraisal assignment. Appraisal reports which are described as “summary” typically do not meet Yellow Book standards. Also, sponsors should bear in mind that most appraisers have never performed a Yellow Book appraisal. Due to the complexity of the requirements, most appraisers without Yellow Book experience have difficulty complying with them. **If sponsors decide it is necessary to hire an appraiser without previous Yellow Book experience, they should ensure that the appraiser has obtained a copy of the Yellow Book and examined it before submitting a fee proposal. Appraisal costs are not reimbursable for Land and Water Conservation Fund projects.**

- B. Appraisal Standards – State Funds.** When State Funds are involved, the formality and detail of required documentation will be determined by USPAP and, as described below, by the value of the real property involved in each instance. Depending on value, the Department will require detailed appraisal reports, abbreviated appraisal reports, or written findings of value. A detailed appraisal is required for all projects involving the donation of real property or interests therein.

- (1) Detailed Appraisal Report.** If an acquisition will cost more than \$25,000 the project sponsor will apply the following appraisal requirements.

The report on any individual property may vary depending upon the type of property under appraisal. Additional data may be required in the case of highly specialized properties. Items may be deleted as in the case of land valuation only. Generally, however, all items must be considered by the appraiser and included in the report unless otherwise requested and agreed to by the Department, and omissions must be explained by narrative.

The Appraisal Report should cover the following:

- (a) Opportunity to Accompany. Property owners (or a designated representative) shall be afforded an opportunity to accompany the appraisers during the inspection of the property. The appraisal report shall indicate whether or not the owner or representative accompanied the appraiser.
- (b) Qualifications. Statement of qualifications (education, experience, professional memberships, publications, list of clientele, State of Texas Certification number, and date of expiration) of all appraisers and/or technicians contributing to the report.
- (c) Statement of Limiting Conditions. The appraiser should provide clear concise statements of all assumptions and conditions, including the following specifics:
 - (i) That the title to the property is marketable,
 - (ii) That the appraiser assumes no responsibility for legal matters, and
 - (iii) That all data furnished by others are presumed correct.
- (d) Purpose of the Appraisal. This shall include a definition of all values required and appraised, a statement of the property interest to be acquired (fee simple, surface estate, fraction of minerals, etc.) and the date of value.
- (e) Identification of Property. Legal description of the whole tract and that portion to be acquired.
- (f) City and Area Data. This data (mostly social and economic) should be kept to a minimum and include only such information as directly affects the property being appraised.
- (g) Property Data.
 - (i) Site. Describe accessibility, road frontage (including front feet), soil, topography, views, vegetation, drainage (including flood plain), mineral deposits, easements, availability of utilities, hazardous substances, etc. If there is an indication that mineral deposits have more than a nominal commercial value, this fact shall be clearly stated.
 - (ii) Easements. Describe all known easements. If land is to be acquired over which the sponsor has limited control or use, such as land encumbered by easements, proper adjustments must be made in the appraisal to reflect the limited control. If no adverse easements exist, report should so state.
 - (iii) Improvements. This shall be by narrative description, including dimensions of principal buildings and/or improvements. A floor plan and location of each building is required.
 - (iv) Equipment. This shall be by narrative description including the condition of equipment.
 - (v) Condition. The actual age, current physical condition and any functional obsolescence shall be stated for each item or group appraised and, whenever applicable, the repair or replacement requirements to bring the property to usable condition.

- (vi) Assessed Value and Annual Tax Load. Include the Central Appraisal District's estimated current market values for land and improvements, assessed values, tax rate and dollar amount of real estate taxes.
- (vii) Zoning. Describe the zoning for the subject.
- (viii) Restrictive Covenants. Describe any restrictive covenants or other land use regulations, for example the Endangered Species Act, affecting subject.
- (h) Analysis of Highest and Best Use. The report shall state the highest and best use that can be made of the property (land and improvements and where applicable, machinery and equipment). The valuation shall be based on this use. In no case shall the land be appraised for one highest and best use and the value of the improvements added when they do not contribute to the fair market value of the land under the highest and best use. Such special purpose appraisals are not allowable.

Also, subdivision development should not be selected as a highest and best use in the absence of strong evidence that such use of the property would be feasible. The evidence required includes a detailed development plan showing streets, utilities, lot sizes and locations; market research to locate finished comparable lot sales; estimates of the time periods required to obtain approval of the subdivision plat and to complete construction of streets, utilities, drainage facilities, etc.; a detailed absorption study estimating a sell-out period for all the lots; a well-supported estimate of direct costs of development, including surveying, design, engineering, permitting, clearing, dirt work, sewers, storm drains, water lines, other utilities, streets, curbs and gutters; a detailed estimate of indirect costs including financing, insurance, real estate taxes, sales commissions and advertising, accounting, legal, closing costs, project supervision costs, developer's overhead and profit; a strongly supported estimate of an appropriate discount rate. The subdivision development approach to land value should not be utilized when sufficient comparable sales are available with which to reliably estimate land value by the sales comparison approach.

Additionally, recreation should only be selected as a highest and best use when private sector recreation sales are used as comparable sales. If no non-public recreation sales are available, a highest and best use other than recreation should be selected and supported with like-type comparables.

- (i) Land Value. The appraiser's opinion of the value of the land shall be based upon its highest and best use, regardless of any existing structures and shall be supported by confirmed recent factual data (sales, contracts and offerings) of comparable, or nearly comparable parcels of land having the same or similar highest and best uses. Differences shall be weighed and explained to show how they indicate the value of the land being appraised.
- (j) Value Estimate by Comparative (Market) Approach. All comparable sales used shall be confirmed by the buyer, seller, broker, or other person having knowledge of the price, terms and conditions of sale. Each comparable sale shall be weighed and explained in relation to the subject property to indicate the reasoning behind the appraiser's final value estimate from this approach.

For acquisitions which involve properties with man-made improvements, the following methodology must be followed by the appraiser for the valuation of such improvements.

- i) If the highest and best use of the property is determined to be for "recreation":
 - (a') Fair market value must be justified utilizing private sector recreation properties as comparable sales.
 - (b') Improvements on the property which are for recreation (and are therefore potentially eligible for program assistance) must be valued at their "current depreciated value."
 - (c') Improvements on the property which cannot be utilized for recreation must be assessed for salvage/scrap value. (Such improvements are not eligible for grant support.)
- (ii) If the highest and best use of the property is determined to be for "other than recreation":
 - (a') Improvements which are for "recreation use" must be assessed for their salvage/scrap value. (The salvage/scrap value can be eligible for grant support).
 - (b') Improvements which are for "other than recreation use" must be valued at their depreciated value. These improvements are eligible for grant assistance only if they are to be demolished/removed from the site, or if the improvements are to be utilized for (or in support of) recreation activities. To be grant supported, the improvements must either be handicapped accessible in their current state, or they must have the ability to be modified and made accessible, pursuant to state law requirements.
- (k) Value Estimate by Cost Approach. This section shall be in the form of computational data, arranged in sequence, beginning with reproduction or replacement cost, and shall state the source (book, page and page date, if a national service) of all figures used. The dollar amounts of physical deterioration and functional and economic obsolescence, or the omission of same, shall be explained in narrative form. Developer's profit, if any is appropriate, shall be considered. This procedure may be omitted on improvements, both real and personal, for which only a salvage or scrap value is estimated.
- (l) Value Estimate by Income Approach.

NOTE: The Department will not reimburse the sponsor for the value of land determined by the income approach method.
- (m) Interpretation and Correlation of Estimates. The appraiser shall interpret the foregoing estimates and shall state the reasons why one or more of the conclusions reached in items (j) and (k) are indicative of the market value.
- (n) Tabulation of History of Conveyance (property sales and transfers). Include parties to the transactions, dates of purchase, financing and amounts of consideration for three years prior to date of value, unless more years are specifically requested. Include, if the information is available, any offers to buy or sell the property under appraisal. Information to be reported shall include the appraiser's opinion as to whether the sale price in the more recent transactions represented market value at the time, and, if not, the reasons for the appraiser's conclusion. If the purchaser is a governmental entity, discuss whether its power of condemnation affected the sale price. An unsupported statement that the sale did not represent market value, or was not an arms-length

transaction, is unacceptable. Bearing in mind that a prior sale of the subject is frequently more comparable than a sale of any other property, explain how the transactions involving subject relate to the value conclusion stated in the report.

(o) Certification of Appraiser.

(i) He/she has personally inspected the property. Statement that the owner or representative had the opportunity to accompany the appraiser at the time of property inspection, and whether or not he/she accompanied the appraiser.

(ii) He/she has no present or contemplated interest in the property.

(iii) That in his/her opinion the market value of the taking as of _____
(Valuation date)

is \$ _____.

(Signature)

(p) Exhibits and Addenda.

(i) Subject location Map. Include the city or area.

(ii) Comparable Map Data. Show geographic location of the appraised property and the comparable sales analyzed.

(iii) Comparable Data Details. A listing of sale price, property type, grantor, grantee, recording data, rights conveyed (fee simple, surface estate, fraction of minerals, etc.) sale date, financing, confirmation (person), present use, highest and best use, zoning, land size, shape, topography, mineral deposits, vegetation, flood information, and a brief narrative describing physical characteristics, public utilities associated with the land, deed restrictions, easements, and any other information deemed pertinent. Supply a photograph and plat for each comparable property.

(iv) Plat of subject. Include a metes and bounds description and/or a survey with legible dimensions..

(v) Floor Plans. Include when needed to explain the value estimate.

(vi) Photographs. Include photographs of site's road frontage, vegetation, views, topographic features, etc. Pictures shall show at least the front elevation of the major improvements, plus any unusual features. When a large number of buildings are involved, including duplicates, one picture may be used for each type. All graphic material shall include captions.

(vii) Other Pertinent Exhibits. Include as deemed appropriate.

(2). Abbreviated Appraisal Report. An abbreviated appraisal report, compiled by a qualified appraiser and adequately related to comparable sales, is acceptable for a parcel with a value estimate between \$1,000 and up to and including \$25,000. The abbreviated report should include:

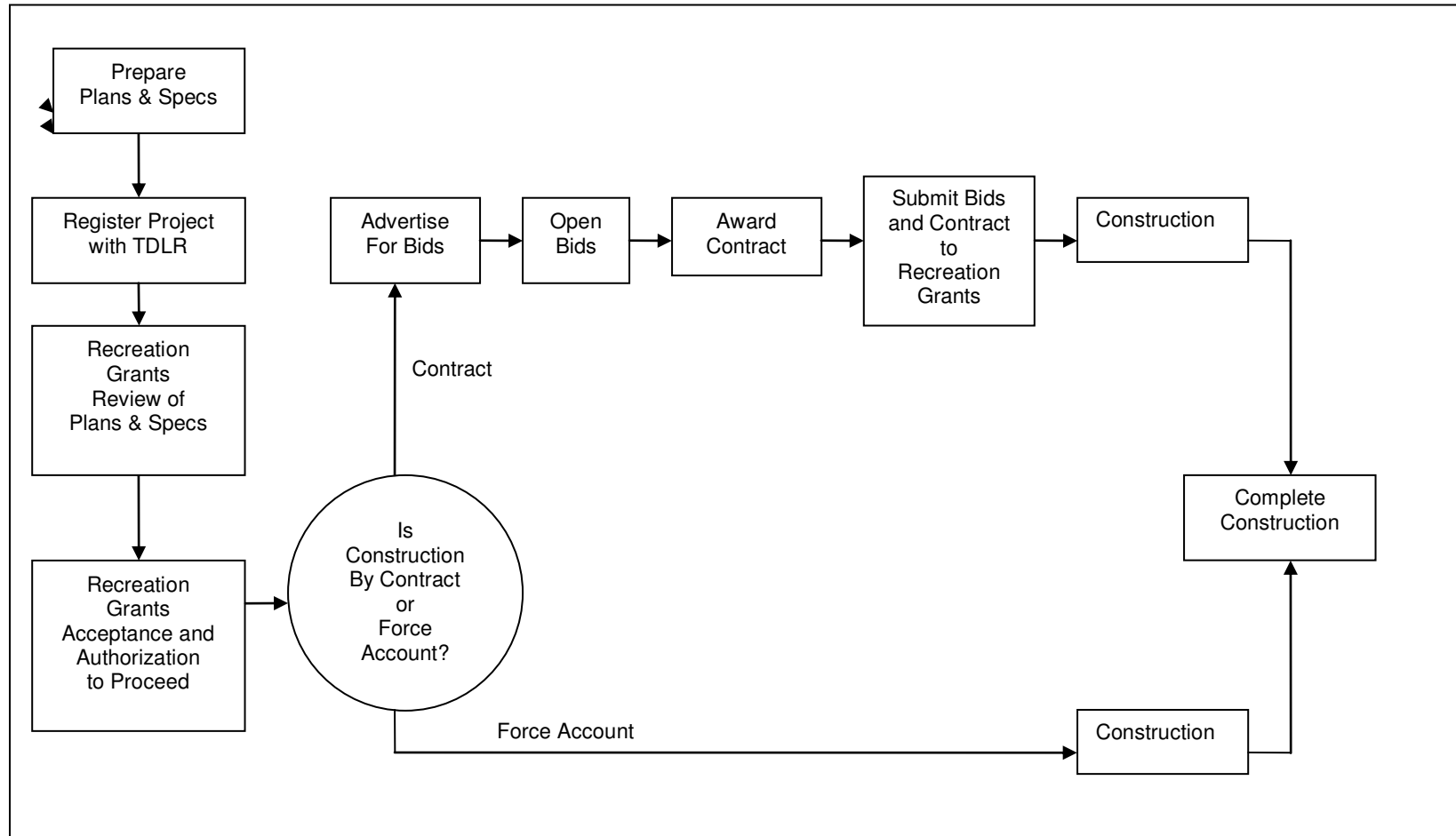
(1) A brief description of the subject property to include physical characteristics, present use, zoning, public utilities associated with the land, deed restrictions, easements and any other pertinent information.

- (2) A legal description of the real property to be acquired and a plat.
 - (3) State the property interest to be acquired (fee simple, surface estate, fraction of minerals).
 - (4) Assessed Value and Annual Tax Load. Include the Central Appraisal District's estimated current market values for land and improvements, assessed values, tax rate and dollar amount of real estate taxes.
 - (5) Tabulation of History of Conveyance (property sales and transfers). Include parties to the transactions, dates of purchase, financing and amounts of consideration for three years prior to date of value, unless more years are specifically requested. Include, if the information is available, any offers to buy or sell the property under appraisal. Information to be reported shall include the appraiser's opinion as to whether the sale price in the more recent transactions represented market value at the time, and, if not, the reasons for the appraiser's conclusion. If the purchaser is a governmental entity, discuss whether its power of condemnation affected the sale price. An unsupported statement that the sale did not represent market value, or was not an arms-length transaction, is unacceptable. Bearing in mind that a prior sale of the subject is frequently more comparable than a sale of any other property, explain how the transactions involving subject relate to the value conclusion stated in the report.
 - (6) An analysis and statement of the property's highest and best use.
 - (7) Supporting data, including two or three comparable real property sales, a brief analysis of those sales, and a map showing their locations relative to the land to be acquired.
 - (8) The appraiser's certification and signature. See Item 5.B.(1) (o) Certification of Appraiser.
 - (9) The date the value estimate applies.
 - (10) Statement of qualifications (education, experience, professional memberships, publications, list of clientele, State of Texas Certification number, and date of expiration) of all appraisers and/or technicians contributing to the report.
 - (11) Location Map. Include the city or area.
 - (12) Boundary Map (Plat). Include a metes and bounds description or survey with legible dimensions..
- (3). Finding of Value.** Where a parcel has a value of \$1,000 or less and the expense of an appraisal would be disproportionate to its benefit, a written finding of value by a qualified appraiser will be acceptable for approval. This finding of value can be based on the individual's knowledge of land values, but should include a statement of the appraiser's experience and qualifications, including a short description of the factors considered and the means by which a conclusion was reached. These statements should be sufficiently detailed so as to enable the Department to judge their respective merits.

Section 4

DESIGN/DEVELOPMENT PROCESS

DESIGN/DEVELOPMENT FLOW CHART



DESIGN/DEVELOPMENT INSTRUCTIONS

This section contains instructions for projects which will develop recreation facilities. Included are the elements required for submission of plans and specifications, requirements for handicapped accessibility, and instructions for the required program recognition signs.

PLANS AND SPECIFICATIONS

The Recreation Grants Staff reviews all plans and specifications. Plans and specifications must be uploaded on our Online Grants Management System at: <https://tpwd-recgrants.fluidreview.com>.

Plans and specifications will not be considered for review unless they bear the registration seal and signature of the designer, who is reminded that ethically his seal should appear only on documents for which he is personally responsible for and technically proficient. All plans and specifications must be accepted by the Department prior to awarding of the construction contract, or if by Force, the construction of the elements.

Permits or letters of approval from other applicable state agencies must accompany upload, if not furnished previously. (Examples: Texas Historical Commission for archaeological clearance, Army Corps of Engineers evaluation & permit, U.S. Fish & Wildlife survey & permit.)

Bid proposals must identify costs of any portion of the work not supported by Fund assistance. These costs must be easily separated for audit purposes.

Plans and specifications are not required on items such as playground equipment, picnic tables, and benches to be purchased; however, the manufacturer's name and model number must be furnished. Plans and specifications for the installation must also be uploaded.

TYPES OF REVIEW ACTION

The sponsor will be informed of the result of the Department review:

1. Accepted as submitted;
2. Conditional Acceptance;
3. Accepted certain portions as submitted or noted; or
4. Not Accepted pending resubmittal.

PLANS REVIEW TIMING

A minimum of thirty (30) days should be allowed for review. Consultation or applicant conferences with review personnel regarding the plans will be by appointment.

DEPARTMENT PLANS REVIEW LIMITS

The Department staff is a reviewing body only, and may not act as designers nor furnish detailed estimates.

ACCESSIBILITY REQUIREMENTS

Projects are required to comply with the Texas Accessibility Standards (TAS) established by the Texas Department of Licensing and Regulation (TDLR) under the Elimination of Architectural Barriers Act, Texas Government Code, Chapter 469 and Texas Occupations Code, Chapter 51. Contact TDLR at:

<http://www.license.state.tx.us/ab/abtas.htm>

Elimination of Architectural Barriers Program
Texas Department of Licensing & Regulation
P.O. Box 12157
Austin, TX 78711
1-877-278-0999

CIVIL RIGHTS REQUIREMENTS

The contractor is required to comply with regulations issued pursuant to the Civil Rights Act of 1964 with respect to nondiscrimination in assisted programs of the Department.

The following provisions, known as the EQUAL OPPORTUNITY CLAUSE are to be incorporated verbatim in each contract and must be included in the plans and specifications submitted for TPWD review.

“During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, color, or national origin. Such action shall include but not be limited to employment, upgrading, demotion or transfer, recruitment or retirement, advertising, layoff or termination, rates of pay or other forms of compensation, and selection training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, creed, color, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with whom he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order Number 11246, as amended in 3 CFR 169 (1974), and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order Number 11246, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order Number 11246, as amended or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of Paragraphs 1 and 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order Number 11246, as amended, so that such provisions will be binding upon each subcontractor or purchase order, as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided however, that in the event the contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States."

CONTRACT AND BOND REQUIREMENTS

Contracts awarded under the grant are required to follow Texas competitive bidding procedures in accordance with Local Government Code Chapters 252, 262, and 375.

Standard construction practices recommend a bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

Pursuant to the Texas Uniform Grant and Contract Management Act, the following minimum requirements apply to all contracts exceeding \$50,000 in total value:

1. A Performance Bond on the part of the contractor for 100 percent (%) of the contract price. A Performance Bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such a contract.
2. A Payment Bond on the part of the contractor for 100 percent (%) of the contract price. A payment Bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and materials in the execution of the work provided for in the contract.
3. In lieu of the bond requirements for contracts less than \$50,000 a provision that no money will be paid to the contractor until completion and acceptance may be included in the contract.

The sponsor shall include, in addition to provisions to define a sound and complete contract agreement, the following provision in all contracts:

1. Contracts shall contain such contractual provisions or conditions which will allow for administrative, contractual, or legal remedies where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
2. All contracts, amounts for which are in excess of \$10,000 shall contain suitable provisions for termination by the sponsor including the manner by which it will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated or default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

WAGES

Contractors are required to comply with the Texas prevailing wages requirements established in Government Code Ch. 2258.

WORKERS' COMPENSATION

The sponsor shall comply with the Reporting Requirements for Building or Construction Projects for Governmental Entities of 28 TAC 110.110.

Additional information regarding these requirements may be obtained from:

Texas Department of Insurance
Division of Workers' Compensation (DWC)
7551 Metro Center Drive, Suite 100
Austin, TX 78744-1609
512/804-4000
<http://www.tdi.state.tx.us/wc/indexwc.html>

PERMITS

The sponsor shall insure that all applicable permits or approvals have been obtained prior to construction. A copy of these approvals or permits shall be provided to the Department. Examples include, but are not limited to:

1. Comptroller of Public Accounts for tax permits
2. Corps of Engineers Permit for construction in water of the United States
3. Texas Department of Health approval of new water or sewage systems
4. Texas Commission on Environmental Quality for storm water and air permitting

Native Planting Requirement

In order to encourage the use of native plants, grant funds will not be allowed toward the purchase and plantings of any non-native or invasive plant species. An exception to native plantings is made in circumstances such as in the grass turf that can be contained in the baseball field, though thought here should also be given to native alternatives. Additional information regarding native plants can be found at <http://tpid.tpwd.state.tx.us/> as well as at <http://www.wildflower.org/plants/> a native planting list if applicable is required to be submitted through the online grants management system at: <https://tpwd-recgrants.fluidreview.com>.

ACKNOWLEDGEMENT SIGNS

On-site program acknowledgement signs are required for all approved acquisition and construction projects. Signage requirements include a temporary sign which should be displayed throughout the activity stages of a project (once land acquisitions are complete – if applicable), and a permanent sign or plaque which must be installed and maintained at the site.


Costs for program acknowledgement signs are reimbursable for approved projects if included in the “Budget Summary.”

Examples of both temporary and permanent acknowledgement signs for **state funded projects** are shown below. Information shown on the examples is the minimum information required.

TEMPORARY SIGN (Minimum Size – 4’ x 8’)

The (City/County/District) of [REDACTED]		
Public Recreation Site (Acquisition/Development) Project		
Funding assistance from a portion of the state sales tax on sporting goods		
Through the LOCAL PARK GRANT PROGRAM		
Administered by Texas Parks & Wildlife Department		
FUNDING		
State of Texas	50%	\$ 500,000
(City/County/District)	50%	\$ 500,000
Total Project		\$ 1,000,000

PERMANENT SIGN OR PLAQUE (Minimum Size – 18” x 24”)

	A TEXAS LOCAL PARK GRANT PROJECT	
	Funded in part from a portion of the state sales tax on sporting goods	
	Administered by Recreation Grants Branch	

Use these samples **only for projects supported with Local Park Grant Program** funds.

LAND AND WATER CONSERVATION FUND

PROJECT ACKNOWLEDGEMENT SIGNS

On-site program acknowledgement signs are required for all approved acquisition and construction projects. Signage requirements include a temporary sign which should be displayed throughout the activity stages of a project (once land acquisitions are complete – if applicable), and a permanent sign or plaque which must be installed and maintained at the site.



Costs for program acknowledgement signs are reimbursable for approved projects if included in the "Budget Summary."

Examples of both temporary and permanent acknowledgement signs for **federally funded** projects are shown below. Information shown on the examples is the minimum information required.

TEMPORARY SIGN (Minimum Size – 4' x 8')

The (City/County/District) of Public Recreation Site (Acquisition/Development) Project			
With Funding Assistance through LAND AND WATER CONSERVATION FUND U.S. Department of the Interior, National Park Service Administered by the Texas Parks & Wildlife Department			
	FUNDING		
Land and Water Conservation Fund	50%	\$	500,000
(City/County/District)	<u>50%</u>	<u>\$</u>	<u>500,000</u>
Total Project		\$	1,000,000

PERMANENT SIGN OR PLAQUE (Minimum Size – 18" x 24")

	<p>A LAND AND WATER CONSERVATION FUND PROGRAM PROJECT</p> <p>Funding Assistance through U.S. Department of the Interior, National Park Service Administered by Texas Parks & Wildlife Department</p>	
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Use LWCF wording only if notified by the Department that a project will receive federal funding.

BOATING ACCESS**TEMPORARY SIGN (Minimum Size – 4' x 8')**

THE (CITY/COUNTY/DISTRICT) OF (SPONSOR'S NAME)

A PUBLIC BOATING ACCESS SITE AIDED BY
THE FEDERAL AID IN SPORT FISH RESTORATION ACT

Funded by Federal Gasoline Taxes Paid by Recreational Boaters

ADMINISTERED BY
 TEXAS PARKS AND WILDLIFE DEPARTMENT
 FOR THE
 U.S. DEPARTMENT OF THE INTERIOR/FISH & WILDLIFE SERVICE

	<u>FUNDING</u>	
Federal Aid	75%	\$300,000
(City/County/District)	25%	\$100,000
Total Project		\$400,000

PERMANENT SIGN OR PLAQUE (Minimum Size – 10" x 12")**Project Name**

A Federal Aid In Sport Fish Restoration Act Project
 Funded by Federal Gasoline Taxes paid by Recreational Boaters
 Sponsored By
 The City/County/District of (Sponsor's Name)
 Texas Parks & Wildlife Department
 U.S. Department Of Interior/Fish & Wildlife Service

SAMPLE RESOLUTION #1 – NATURAL AREA/OPEN SPACE/WETLAND

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF XYZ

I, Jane M. Doe, being the current City Clerk of the City of XYZ, Texas, do hereby certify that the attached is a true and correct copy of Resolution No. R01-28, passed and approved by the City Council of the City of XYZ, Texas, on the 12th day of July, 20XX, and such Resolution was duly passed and approved at a meeting open to the public and notices of the meeting, giving the dates, place and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this 12th day of July, 20____.

Jane M. Doe
City Clerk

SAMPLE RESOLUTION #2 – NATURAL AREA/OPEN SPACE/WETLAND**RESOLUTION NO. ###**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF XYZ, TEXAS, DEDICATING FIVE (5) ACRES OF PARKLAND ALONG THE CREEK/DRAINAGE WAY IN THE XYZ COMMUNITY PARK AS DESCRIBED IN EXHIBIT (A) ATTACHED AS NATURAL AREA/OPEN SPACE/WETLAND FOR PERPETUITY, AS REQUIRED BY THE TEXAS PARKS AND WILDLIFE DEPARTMENT; APPROVING THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER AND MAYOR; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the XYZ City Council desires to provide quality park facilities for the residents of XYZ; and

WHEREAS, the City of XYZ has obtained a grant from the Texas Parks and Wildlife Department for the development of a community park and desires to comply with all of the requirements set forth in the grant.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF XYZ, TEXAS THAT;

SECTION 1. In order to fulfill the requirements of the Texas Parks and Wildlife Department's grant to the City of XYZ, the City Council of XYZ, Texas hereby designates five acres of parkland in the XYZ Community Park for Natural Area/Open Space/Wetland

SECTION 2. The Mayor of the City of XYZ, along with the City Manager, are hereby authorized to execute the appropriate documents approving the terms and conditions of the agreement with the Texas Parks and Wildlife Department.

SECTION 3. Any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 4. Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 5. This Resolution shall take effect immediately from and after its passage and it is so duly resolved.

DULY PASSED AND ADOPTED by the City Council of the City of XYZ, Texas, on this the 12th day of July, 20XX.

APPROVED:

John M. Smith, Mayor
XYZ City Council

ATTEST:

Jane Doe, Interim City Secretary

APPROVED AS TO FORM:

Robert Lawyer, City Attorney

SAMPLE RESOLUTION #3 – NATURAL AREA/OPEN SPACE/WETLAND**EXHIBIT “A”**

Please use copy of Official Site Plan/Boundary Map
Showing the location of the Natural Area/Open Space/Wetland

And/Or

Include a Metes and Bound Description specifically outlining the boundaries
of the Natural Area/Open Space/Wetland.

SAMPLE EXHIBIT "A"

Being a parcel or tract of land situated about 1-1/3 miles southwest from the public square of Sulphur Springs in Hopkins County, Texas, a part of the Jose Y'Barbo Survey, A-1102, and described by metes and bounds as follows:

BEGINNING at a point in the east boundary line of that certain 27-acre tract of land set aside to Robert E. Lanier in deed of partition dated April 17, 1972, from Carrie Sue Lanier et al, to each other, of record in Vol. 340, page 281, Deed Records of Hopkins County, Texas, South 1 deg. 20 min, east 208.7 feet from the northeast corner of the aforesaid 1-acre tract devised to George Walter Greenway;

THENCE South 89 deg. 10 min. west with the south boundary line of the aforesaid 1-acre tract, 208.7 feet to the southwest corner of said 1-acre tract, for the northwest corner of this tract;

THENCE South 1 deg. 20 min. east and parallel with the east boundary line of said 27-acre tract, 208.7 feet to a point for the southwest corner of this tract;

THENCE North 89 deg. 10 min. east and parallel with the north boundary line of said 27-acre tract 208.7 feet to a point in the east boundary line of said 27-acre tract, for the southeast corner of this tract;

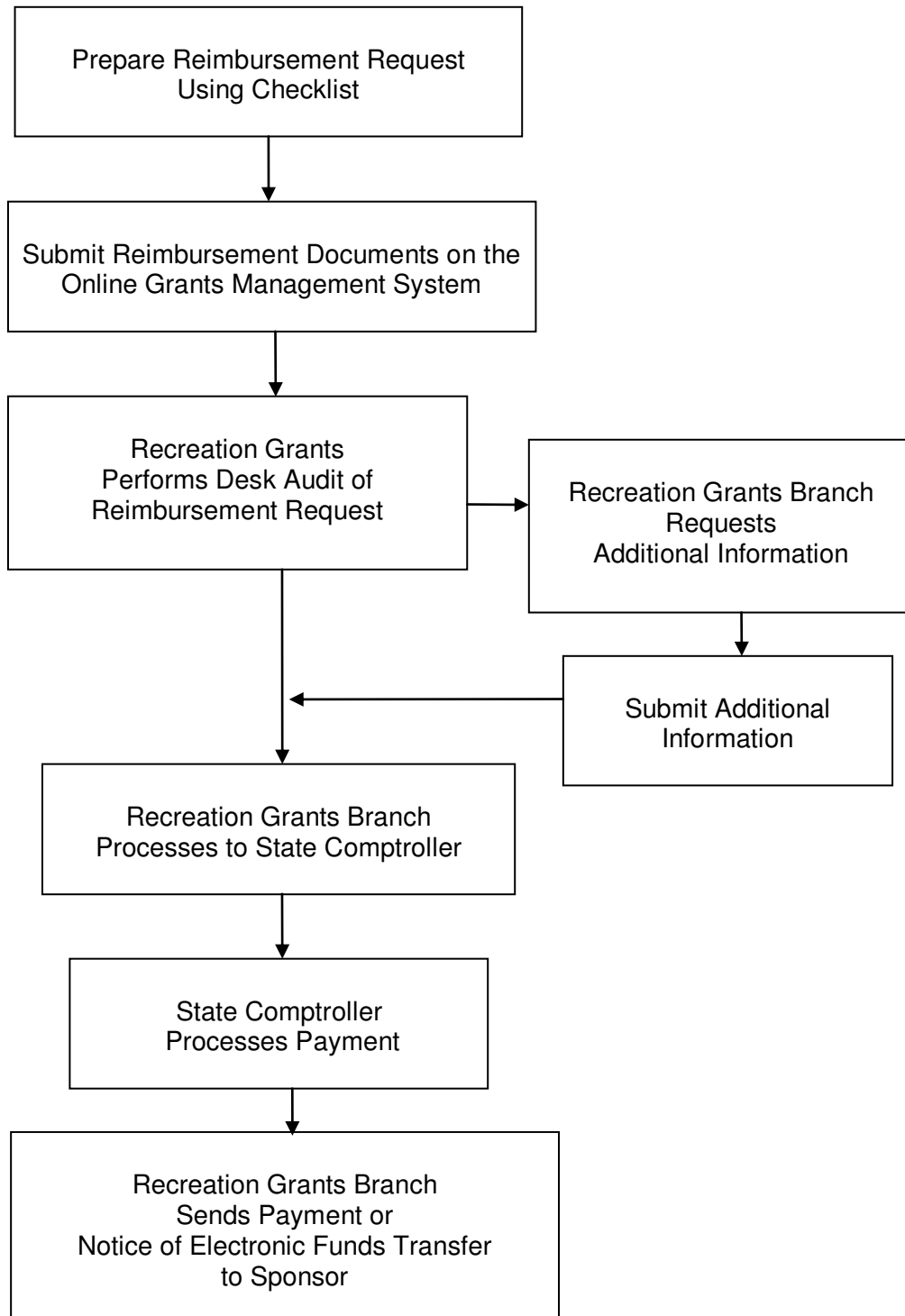
THENCE North 1 deg. 20 min. west with the east boundary line of said 27-acre tract, 208.7 feet to the place of beginning.

(THIS DOCUMENT STAMPED AND RECORDED AT THE COUNTY COURTHOUSE)

Section 5

REIMBURSEMENT PROCESS

REIMBURSEMENT FLOW CHART



GRANT REIMBURSEMENT PROCEDURES

The following information is a general outline of the procedures for requesting reimbursement under the recreation grant programs. Reimbursement is made only after the sponsor has accomplished the work and made the expenditure. **Reimbursement requests are required to be submitted through the online grants management system at: <https://tpwd-recgrants.fluidreview.com>.**

It is requested that sponsors submit reimbursement requests on a regular basis, quarterly if possible, to prevent large outstanding grant balances. For example, the Recreational Trail Program grants are federal funds administered by the Federal Highway Administration (FHWA). There is an emphasis from FHWA that the funds be utilized in a timely manner. If reimbursement requests are not submitted in two (2) consecutive quarters, the project will appear on a FHWA "inactive list" and the project sponsor will be required to justify why the project is not progressing. Projects that are "inactive" and have no financial activity for more than three (3) quarters may have their funding de-obligated and rescinded by FHWA.

Project sponsors should be aware of their project agreement expiration date. Expenses incurred after the expiration date are not eligible for reimbursement. Adherence to these procedures will be considered in evaluating your eligibility for future grants.

IF ASSISTANCE IS REQUIRED, PLEASE CONTACT THE FISCAL SECTION OF THE RECREATION GRANTS BRANCH.

GENERAL REIMBURSEMENT INFORMATION

Since projects differ in scope, the information contained herein can only be of a general nature. These procedures are for sponsor use in submitting reimbursement requests for work completed.

A Reimbursement Request Checklist is included for review when submitting reimbursement requests. If the eligibility of an expenditure item is not addressed in these guidelines, please contact the Recreation Grants Fiscal Section.

In general, the Department will reimburse up to 95% of grant funds before a final inspection of the project. Please advise the Recreation Grants Branch, in writing, at the time the final reimbursement request is submitted so that the Department can schedule the final inspection. Please refer to the Project Closeout Checklist for further guidance.

The sponsor is required to retain financial records for three (3) years after the final reimbursement. The sponsor's records are subject to audit.

SINGLE AUDIT

It is the responsibility of the grant sponsor to have a Single Audit done annually according to the Texas Single Audit Circular for state funded projects and according to OMB Circular A-133 for federally funded projects, if applicable. A copy of this audit report must be uploaded on the online grants management system or provide the link to where the report is located. Contact Recreation Grants for any questions regarding this audit.

ALLOWABLE EXPENDITURES

Costs must be necessary and reasonable for proper and efficient operation of the grant project, be an allowable expense toward project construction, and not be a general operating expense required to carry out the overall responsibilities of state or local government.

Expenditures must be authorized (or not prohibited) under state or local laws and regulations.

Expenditures must conform to the limitations of manuals, state law, federal law, or other governing limitations in the agreement as to type or amount of costs.

Matching reimbursement of Professional Services is limited to 12% of the total grant construction estimate amount. This allows the Department to allocate more funds to recreational facilities. Environmental survey costs may be considered above the 12% professional services limit on a case-by-case basis. Design fees will not be reimbursed until project construction plans and specifications have been reviewed and accepted by the Department.

Appraisal costs are allowable up to 5% of appraisal value or maximum of \$10,000.00, whichever is less. **Appraisal costs are not reimbursable for Land and Water Conservation Fund projects.**

The sponsor will be notified if eligible expenses are disallowed. Items disallowed may be paid on the next reimbursement request if the sponsor provides the information requested and if expenses are justified.

NON-ALLOWABLE EXPENDITURES

Expenditures must not be charged or eligible to be charged to any other grant-financed program unless permitted by guidelines administering that particular program.

Ceremonial or entertainment expenses

Expenses for publicity (except for competitive bid advertisement)

Charges for deficits or overdrafts

Taxes for which the sponsor is not liable to pay

Interest expenses

Damage judgments arising out of the acquisition, construction, or equipping of a facility, whether determined by judicial decision, arbitration, or otherwise

Incidental costs relating to acquisition of real property and of interests in real property, such as the cost of legal fees and relocation costs

Operation and maintenance costs of recreation areas and facilities

The value of personal properties, unless specifically approved in advance by the Department

Cost of discounts not taken and finance charges

Employee facilities, including residences, appliances, office equipment, furniture, and utensils

Donations or contributions made by the sponsor, such as to a charitable organization

Salaries and expenses and other administrative costs of a political subdivision, not related to project construction

Fines and penalties

Appraisal Costs (for Land and Water Conservation funded projects)

Any costs related to the collection of an unpaid debt

Indirect costs (unless otherwise specified)

SUPPORTING DOCUMENTS

1. Bid Advertisement and Tabulation

A copy of the published bid advertisement and the tabulation of all bids received are required. If applicable, provide justification for not going with the lowest bid. Please contact staff if you have questions.

2. Contract Documents

A copy of the executed contract(s), and all change orders issued on the contract must be submitted.

3. Invoices

The invoice must identify the project element for which materials or services are being used. For example, if a portion of the invoice is for water system and the other portion for electrical system, a break out of each element must be noted.

4. Contractor's Application for Payment

A copy of the contractor's application for payment (including detail sheets) or voucher must be submitted.

5. Proof of Payment

Adequate proof of payment, such as cancelled checks, bank statements, or wire transfers are required for proof of payment. The amount charged to the grant project must be clearly defined

6. Force Account Records

When force account costs are reported, the sponsor may use either the Department's Work Record form or their local work records, including computer information, providing required data is submitted with each reimbursement request. (It is recommended that the sponsor receive prior format approval.) Copies of payroll checks are not necessary, provided all time sheets are certified by the foreman or responsible official. Payroll records are subject to audit at the Department's discretion.

A) Personnel: The disbursements for this section of the form will be obtained from the sponsor's payroll records. Total work hours consolidated weekly or monthly will not be accepted. Work records must define actual days and hours worked. Daily Work Records are for the sponsor's use; only submit the Weekly Work Record designating days worked to the Department.

B) Equipment: A brief description of the equipment, including costs code number assigned, hours/miles used, the established average rate, and total cost is needed.

C) Recapitulation: Recapitulation section as shown on the Daily Work Record is to be used for totals of each item. The "Miscellaneous" column may be used for fringe benefit percentage.

D) Certification: The work record must be certified by the sponsor. (Individuals donating labor must sign the work record form as certification.)

7. Certification of Donated Labor or Service

When an individual is donating labor or service in their specialized trade such as electrician, brick layer, carpenter, etc., a "Certification of Donated Labor or Service" must be completed and submitted with the signed work record for reimbursement.

8. Spreadsheet

An accounting spreadsheet prepared by the sponsor is required with each reimbursement request. The purpose of this spreadsheet is to allocate project expenditure costs for the billing period to the appropriate project element. The spreadsheet will aid the Department in expediting payments.

9. Budget Summary

A copy of the Budget Summary will be provided by the Department. The reported costs of the Budget Summary are the actual project costs to date. The total of the "Construction" section will show actual costs, and retainage should be deducted from this total, if it applies, on each summary report. The summary will be used for reconciliation of reimbursement requests between the sponsor and the Department. The amounts listed in the Estimate/Approved column for each construction element item are estimates only and are not the limits that may be expended per line item. However, reimbursement will not exceed total project agreement cost.

Because a contractor's bid seldom identifies all the construction elements, consultation with the contractor or architect-engineer is usually necessary for proper allocation of costs to the project elements. If bids contain work items not in the grant project, they must be identified for audit purposes. On a unit price bid, it is requested that the sponsor identify the Budget Summary construction elements for each bid item.

10. Materials Purchasing: Copies of the Purchase Order or Requisition for materials and equipment will be provided with the cancelled check and invoice when requesting reimbursement.

Purchases made to one vendor over a short period of time, and which exceed the minimum bidding requirement amount, will be considered as falling under competitive bidding laws and will not be reimbursed unless proper bid procedures are followed. When a purchase is made under competitive bidding guidelines, submit a copy of the specifications, advertisement for bid, bid tabulation, and executed contract for Department review and approval. Prior to awarding a contract to other than the lowest bidder, the sponsor must submit in writing, for Department approval, justification as to why the purchase should not be awarded to the lowest bidder.

11. Equipment Rental: Lease or rental charges on equipment are allowable when it is determined that such an arrangement is the most efficient and economical. Equipment that is rented to the sponsor by private contractors may be charged to the grant fund program on an actual cost basis, provided that these rates are equal to those charged to all other users. Adequate cost records must be maintained to support these rates.

12. In-Stock Materials: If the sponsor uses materials from warehouse stock, a list must be furnished to the Department giving description of materials, cost of material, and for what construction element the materials were used. Materials must be at actual cost, less discounts, rebates, etc., with no profit to the sponsor. The sponsor must maintain inventory, and auditable cost accounting records or confirmation of material cost must be furnished to the Department.

CONSTRUCTION METHODS

CONTRACT BID CONSTRUCTION

Political subdivisions must comply with the Local Government Code Chapters 252, 262, and 375 requirements governing advertisement of bids. It is the responsibility of the sponsor to adhere to all local, state, and federal laws and regulations regarding bidding procedures. These procedures generally require award of a construction contract to the lowest qualified bidder. If applicable, the sponsor must submit written justification as to why the contract should not be awarded to the lowest bidder; the Department must concur with the justification. The Department requires that a copy of the bid advertisement and the tabulation of all bids received before reimbursing any contract expenditures. Executed Contract change orders relating to construction of grant elements must be forwarded to the Department for review.

Not for profit sponsors of funded projects must, at minimum, follow these purchasing requirements:

Amount up to \$5000.00

- No bids required

Amount \$5000.01 to \$25,000.00

- Informal Bids: Requires a minimum of three (3) listed bids. These can be telephone or other verbal bids. The bid, name of person submitting the bid and their contact information must be recorded and submitted with the reimbursement request.

Amount \$25,000.01 and over

- Formal Bids: Requires a formal written bidding process. Sealed bids must be solicited for at least three (3) days in a newspaper of general circulation in the area in which the project is located. Proof of publication and the written bid received must be maintained by the grant sponsor for audit purposes.

Multiple purchasing is not permitted to avoid the bidding process. For example, purchasing \$6,000.00 worth of material in two \$3,000.00 lots to avoid soliciting bids as required above is not allowed.

FORCE ACCOUNT CONSTRUCTION

Construction performed by the sponsor's own work force including work provided by other governments must be recorded and certified on work record forms.

Fringe benefits paid by the sponsor such as FICA, insurance, and retirement, are allowable expenses, but the method of determination must be documented. Fringe benefits may be computed on a percentage of total payroll, provided the method of determination is approved. The sponsor's payroll records may be verified at the final audit/inspection.

CONSTRUCTION BY DONATION

Labor or Services: The value of donations may be used only to meet cost sharing or matching requirements. The Department must be assured that the donation is at actual cost. The sponsor may not make a profit from any donation claimed on the grant.

Donated labor or services will be recognized for matching purposes at the local common laborer wage, minimum wage or wage the sponsor pays that type of employee or service. The force account work record form may be used for documenting donated labor provided the individual donating the labor or service certifies by signature that the hours worked are correct. The sponsor's project officer or supervisor is also required to certify the work record.

If an individual is donating labor or services in their trade such as an electrician, brick layer, carpenter, etc., reimbursement will be based on the prevailing wage paid in the locality for that specialized trade. The "Certification of Donated Labor or Service" form must be completed and submitted with a signed force account work record.

Labor performed by individuals from correctional institutions must be documented in writing by an officer of the correctional institution.

Materials: Donated materials will be recognized for matching purposes at the actual cost or at the normal price charged by a vendor. All vendors donating materials must submit an invoice and a signed letter stating that they are making a donation and that the invoiced amount is the actual price of goods or services normally charged all customers.

Equipment: Donated equipment use will be recognized for matching purposes at rates established by the Department, providing that the firm is not in the equipment rental business. If equipment is donated from a rental agency, the donor must submit an invoice and signed letter stating that the invoiced amount is the normal price charged all customers.

LOCAL GOVERNMENT PURCHASING COOPERATIVE

The Local Government Purchasing Cooperative is an administrative agency created in accordance with Texas Government Code Chapter 791 (Inter-local Cooperation Contracts). "A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services." Its purpose is to obtain the benefits and efficiencies that can accrue to members or a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods, and services. Membership is free and open to all local governments, non-profits, and other political subdivisions of the state of Texas.

LAND ACQUISITION REIMBURSEMENT CHECKLIST

After grant approval and Recreation Grants Branch approval of an independent appraisal prepared in accordance with the program procedures, the following information is required before payment can be made to the sponsor for acquisition projects:

- _____ 1. Project Construction Plans and Specifications must be accepted by the Department before reimbursement will be made for land donations.
- _____ 2. Proof of ownership and legal rights obtained: One photocopy of the executed, recorded deed
- _____ 3. Title Policy (if obtained)
- _____ 4. Proof of payment
- _____ 5. Budget Summary showing acquisition value of the land
- _____ 6. A current status report must be on file

Treatment of Land Donation Reimbursement after Expenditures Submitted

Sponsors may not make a profit from donations. Land donations will be recognized for matching purposes after the sponsor has made other cash payments for the project. The match able amount for land donation equals the amount of the cash expenditures or the value of the land donation as approved by the Department, whichever is less.

REIMBURSEMENT REQUEST CHECKLIST

The sponsor should review this checklist carefully before submitting each request. This is a comprehensive list for most projects. Some items listed may not apply to your particular project. Use the list as a guide, contact Recreation Grants staff if you have questions.

- _____ 1. **Plans and Permits:** Construction plans (if applicable) must be accepted by the Department and on file for each construction element of the project for which reimbursement is requested. Registration of the project with TDLR (if applicable) is required. All other required permits and clearances should be on file with TPWD.
- _____ 2. **Bid Advertisement and Tabulation of All Bids Received:** For expenditures requiring competitive bidding, a copy of the bid advertisement and a copy of the bid tabulation listing all bidders and bid amounts are requested.
- _____ 3. **Contract Documents:** A copy of the executed contract(s) and all change orders issued on the contract(s) must be filed with the Department.
- _____ 4. **Invoices:** All invoices must be legible and must identify the project element for which materials or services are being used. A copy of each invoice must be submitted with proof of payment.
- _____ 5. **Contractor's Payment Voucher:** A copy of the contractor's estimate must be furnished to the Department supporting the proof of payment.
- _____ 6. **Proof of Payment:** Adequate proof of payment is required, such as cancelled checks, bank statement, or wire transfers.
- _____ 7. **Force Account Work Record:** The sponsor may use either the Department's Daily or Weekly Work Record, or their own. Include the supervisor's signature. Submit copies of Weekly Work Record only.
- _____ 8. **Certification for Donated Professional/Skilled Labor or Service:** A completed Certification for Donated Professional/Skilled Labor or Service must be submitted when requesting reimbursement for donations of a specialized trade or profession.
- _____ 9. **Spreadsheet:** A spreadsheet that ties all expenditures, including force account, to project elements must be provided with each reimbursement request.
- _____ 10. **Budget Summary:** The sponsor should submit one completed copy of the Budget Summary with each reimbursement request.
- _____ 11. **Certification for Reimbursement Request:**
A completed "Certification for Reimbursement Request" form must be submitted with each reimbursement request to insure that each period reimbursement is true and correct.

PROJECT CLOSEOUT CHECKLIST

Before requesting a final inspection of a completed grant project, the following must be accomplished:

- _____ 1. All facilities must be complete and usable for recreation as specified in the Agreement. If facilities differ significantly from the original site plan, an as-built site plan must be provided to the Department.
- _____ 2. A permanent grant program recognition sign must be installed in a visible location. The temporary recognition sign should be removed when the permanent sign has been installed.
- _____ 3. Project must be registered with Texas Department of Licensing and Regulation.
- _____ 4. The Sponsor must submit a Final Reimbursement Request.

REIMBURSEMENT FORMS

- I. Daily Work Record for Employees
 - I-a. *SAMPLE* Daily Work Record
- II. Weekly Work Record for Employees
- III. Daily Work Record for Volunteers
- IV. Weekly Work Record for Volunteers
- V. Equipment Listing
 - V-a. *SAMPLE* Equipment Listing
- VI. Certification for Donated Professional/Skilled Labor or Service
- VII. Certification of Recreation Grants Reimbursement Request
- VIII. *SAMPLE* Spreadsheet for Budget Summary
- IX. *SAMPLE* Budget Summary
- X. Direct Deposit Authorization

Note: A Budget Summary will be furnished after the execution of a grant agreement. The spreadsheet is the responsibility of the sponsor. These forms are to be used by you for requesting reimbursement. Please feel free to duplicate as necessary or you can develop your own as long as the same information is provided.



I. DAILY WORK RECORD FOR EMPLOYEES

Project Number: _____ **Date:** _____

Department: _____ **Foreman or Supervisor:** _____

Nature of Work: _____

Project Element: _____ **Location:** _____

PERSONNEL				SIGNATURE
Name	Hours	Rate	Cost	
PAYROLL SUMMARY				

EQUIPMENT				RECAPITULATION	
Unit	Hours/ Miles	Rate	Cost		Cost
				Personnel	
				Equipment	
				Fringe Benefits*	
Note for equipment: Sponsor must have cost records or use approved Department rates. Rates will be furnished by the Department upon written request.				TOTAL	

I certify that the above named employees were on the payroll of the _____
 on the date shown and that these employees and the above listed equipment were used on
 Project Number _____, _____ Project.

*Fringe Benefits: Upon request, method of fringe benefits calculation must be made available to the Department.

 Signature, Project Officer or Supervisor



***SAMPLE* I-a. DAILY WORK RECORD FOR EMPLOYEES**

Project Number: 50-009999

Date: 6/1/2005

Department: Parks and Recreation Department

Foreman or Supervisor:
Nature of Work: Water Line Construction

John T. Jones

Project Element: Construction

Location: Anywhere, Texas

PERSONNEL

Name	Hours	Rate	Cost	
John Doe	4	\$11.76	\$47.04	
Jonas Doe	8	\$10.74	\$85.92	
Joseph Doe	7	\$9.89	\$69.23	
Jonathan Doe	9	\$12.41	\$111.69	
PAYROLL SUMMARY			\$313.88	

EQUIPMENT

RECAPITULATION

Unit	Hours/ Miles	Rate	Cost		Cost
Tractor with Grader	8	\$4.76	\$38.08	Personnel	\$313.88
				Equipment	\$38.08
				Fringe Benefits* (9.74%)	\$30.57
Note for equipment: Sponsor must have cost records or use approved Department rates. Rates will be furnished by the Department upon written request.				TOTAL	\$382.53

I certify that the above named employees were on the payroll of the City of Anywhere on the date shown and that these employees and the above listed equipment were used on Project Number 50-009999, Anywhere City Park, Project.

*Fringe Benefits: Upon request, method of fringe benefits calculation must be made available to the Department

Signature, Project Officer or Supervisor



II. Weekly Work Record for Employees

Project Name: _____								Period From: _____ To: _____			
Project Number: _____											

Employees	<div style="display: flex; justify-content: space-around;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Nature of Work</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Nature of Work</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Nature of Work</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Nature of Work</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Nature of Work</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Nature of Work</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);">Nature of Work</div> </div>									
Employee Name	S	M	T	W	Th	F	S	Total Hours	Hourly Rate	Total

Total _____
 Fringe Benefits % _____
 Total Employees Cost _____

Equipment	S	M	T	W	Th	F	S	Total Hrs./Mi.	Rate Per Hrs./Mi.	Total	Reference Number
Unit Description											

Total Equipment Cost _____
NET TOTAL (Employees + Equipment) _____

I certify that the listed employees were on the payroll of _____ on the dates shown and that these employees _____
 and the above listed equipment were used for the development of the project named above

Project Officer/Supervisor Signature: _____



III. Daily Work Record for Volunteers

Project Number: _____ **Date:** _____
Department: _____ **Foreman or Supervisor:** _____
Nature of Work: _____
Project Element: _____ **Location:** _____

PERSONNEL				SIGNATURE
Name	Hours	Rate	Cost	
PAYROLL SUMMARY				

EQUIPMENT				RECAPITULATION	
Unit	Hours/ Miles	Rate	Cost		Cost
				Personnel	
				Equipment	
				Fringe Benefits*	
Note for equipment: Sponsor must have cost records or use current FEMA rates.				TOTAL	

I certify that the listed individuals were used on the dates shown and that the listed equipment was used on the project named above

*Fringe Benefits: Upon request, method of fringe benefits calculation must be made available to the Department

Signature, Project Officer or Supervisor



IV. Weekly Work Record for Volunteers

Project Name: _____								Period From: _____ To: _____			
Project Number: _____											
Volunteers	S	M	T	W	Th	F	S	Total Hours	Hourly Rate	Total	Signature
Name	S	M	T	W	Th	F	S	Total Hours	Hourly Rate	Total	Signature
Total _____ Fringe Benefits %(if applicable) _____ Total value towards project _____											
Equipment	S	M	T	W	Th	F	S	Total Hrs./Mi.	Rate Per Hrs./Mi.	Total	Reference Number
Unit Description	S	M	T	W	Th	F	S	Total Hrs./Mi.	Rate Per Hrs./Mi.	Total	Reference Number
Total Equipment Cost _____ NET TOTAL (Volunteers + Equipment) _____											
I certify that the listed individuals & equipment were used on the dates indicated for the development of the project named above.											
Project Officer/Supervisor Signature: _____											

V. EQUIPMENT LISTING

Sponsor: _____

Project Name: _____

Project Number: _____

Year	Make/Model	Description	Combined Weight	Capacity	Size/H.P.	Single/Tandem	Wheeled or Track-Mounted	Cost Code No. Assigned	Rate

(Please indicate if the equipment has been purchased with local, state, or federal funds.)



Project Number: 50-009999

[illegible]

49



VI. CERTIFICATION FOR DONATED PROFESSIONAL/SKILLED LABOR OR SERVICE

I certify that my profession or skilled trade is _____ and the prevailing wage for this profession or trade is \$_____ per hour. My donation of labor or service for _____ (Project Name) _____, _____ (Project Number) _____ is correct and just, as will be stated on the work record and will be charged to the project only when working in the trade or profession named above.

By _____
Signature of Donor

(Print or Type Name)

Date

By signature hereon I certify that to the best of my knowledge the individual named above is in the profession or skilled trade stated and has agreed to donate labor or services to the referenced grant project.

Sponsor

By _____
Signature of Donor

(Print or Type Name and Title)

Date



VII. CERTIFICATION FOR RECREATION GRANTS REIMBURSEMENT REQUEST

I certify that to the best of my knowledge and belief the attached reimbursement request for the period _____ to _____

Project Name _____, **Project Number** _____

is correct and complete; that payment from the State of Texas has not been received; that the work and services are in accordance with the Texas Parks and Wildlife Department Recreation Grants Program, including amendments thereto; and that progress of the work and services is satisfactory and is consistent with the project agreement.

Recipient Organization (Sponsor)

By _____

Signature

Print or Type Name and Title

Date

AMOUNT REQUESTED: \$ _____



SAMPLE **VIII SPREADSHEET FOR BUDGET SUMMARY**

Sponsor: City of Anywhere
Project Name: Anywhere City Park
Project Number: 50-009999
Request Number: 1
Period: 01/02/2005 – 03/04/2005

Date(s)	Payee	Check Number	1A A/E	2A Site Prep	2B1 Water	2B2 Electrical	2D Restroom	Retainage	Total
1/2/05	James Engineering	234567	\$300.00						\$300.00
2/8/05	John Doe	234570		\$1,000.00					\$1,000.00
2/9/05	A to Z Utilities	234572			\$800.00	\$6,000.00			\$6,800.00
3/1/05	Tiny's Contracting, Inc.	234580					\$4,800.00	(\$480.00)	\$4,320.00
12/12/05 – 12/15/05	*Total Force Account	N/A			\$102.65				\$102.65
TOTAL			\$300.00	\$1,000.00	\$902.65	\$6,000.00	\$4,800.00	-\$480.00	\$12,522.65

*Force Account: Daily Work Records for Force Account Work can be consolidated on a spreadsheet. The spreadsheet total should be for the reimbursement request period. To facilitate the final audit and inspection, the Force Account records must be tabulated on a daily basis.



SAMPLE IX. BUDGET SUMMARY

PROJECT: Anywhere City Park**REIMBURSEMENT REQUEST NUMBER 1****PROJECT NUMBER:** 50-009999**PERIOD COVERED:** 01/02/2005 TO 03/01/2005

	APPROVED COSTS	COMPLETED LAST REQUEST	COMPLETED THIS PERIOD	TOTAL COMPLETE
1. <u>PROFESSIONAL SERVICES</u> Construction Plans/Specifications Begin: 1/1/05	\$ 1,000.00		300.00	300.00
2. <u>CONSTRUCTION ELEMENTS</u>				
A. Site Preparation	7,000.00		1,000.00	1,000.00
B. Utilities				
1. Water	1,500.00		902.65	902.65
2. Electrical	9,000.00		6,000.00	6,000.00
C. Roads and Parking				
1. Roads	4,000.00			0.00
2. Parking	3,000.00			0.00
D. Restroom/Concession	10,000.00		4,800.00	4,800.00
E. Recreation Facilities				
1. Picnic Units	900.00			0.00
2. Barbecue Pits	800.00			0.00
3. Tennis Court Renovation	9,000.00			0.00
4. Tot Lot Playground	2,400.00			0.00
5. Baseball Field	14,000.00			
F. Miscellaneous				
1. Sign	200.00			0.00
2. Contingencies	1,200.00			0.00
Construction Cost	\$ 63,000.00		12,702.65	12,702.65
Less Retainage	\$ 0.00		(480.00)	(480.00)
TOTAL CONSTRUCTION	\$ 63,000.00		12,222.65	12,222.65
3. <u>LAND:</u>	\$			
TOTAL PROJECT COST	\$ 64,000.00		12,522.65	12,522.65

MATCH: \$32,000.00

X. DIRECT DEPOSIT AUTHORIZATION

This form may be downloaded from:

<http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>

Section 6

AFTER GRANT PROJECTS ARE COMPLETE

RETENTION, OPERATION & MAINTENANCE RESPONSIBILITIES

RETENTION AND USE

Once the project is complete, post completion inspections will be conducted by the Recreation Grants Staff. These inspections are made every five years to observe operation, maintenance, and compliance with civil rights requirements.

You are reminded that any park property assisted with grant funds shall not be converted to other than public outdoor recreation uses without the prior approval of the Department. The installation of overhead electrical lines at a fund assisted site is considered conversion.

Financial records, supporting documents and all other records pertinent to this grant must be retained for the next three years.

An annual status report will be required every year at August 31st, for five years after the project is completed. This report must contain descriptions of present and anticipated uses, contiguous land additions, new development, and any major changes in the character of the property.

* * * * *

Property acquired or developed with TPWD assistance shall be retained and used for public recreation. Any property so acquired or developed shall not be wholly or partly converted to other than public recreation uses without the approval of the Department. Such approval will be given only upon conditions as the Department deems necessary to assure the substitution of other outdoor recreation properties of at least equal fair market value and of reasonably equivalent usefulness, quality, and location. An exception to the requirement for permanent public recreation use and dedication will only be made for leased TPWD-assisted properties after the term of such leases expire.

- A. Proposed Uses – Non-recreational uses anticipated at the time of approval, or for which a request for conversion will be made subsequent to project approval, will be subject to the conditions above.
- B. Existing Uses – These provisions do not apply to non-recreational uses being made of an area or facility at the time the program-assisted project is approved, when such uses are known to and approved by the Department and documented in the project proposal.

CHANGES IN RECREATIONAL USES

The use of property acquired or developed with program assistance may not be changed from that contemplated and approved when assistance was obtained, unless prior approval is obtained from the Department.

OPERATION AND MAINTENANCE

Property acquired or developed with program assistance shall be operated and maintained as follows:

- A. The property shall be maintained so as to appear attractive and inviting to the public.
- B. Sanitation and sanitary facilities shall be maintained in accordance with applicable health standards.

- C. Properties shall be kept reasonably safe for public use. Fire prevention, lifeguard, and similar activities should be maintained for proper public safety.
- D. Buildings, roads, trails, and other structures and improvements shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration and to encourage public use. It is not necessary that assisted structures/improvements be maintained in perpetuity. Once assisted improvements/structures have exceeded their estimated lifetime, or they are no longer economically feasible to operate or maintain, they may be demolished, renovated, or redeveloped as long as the area remains in public recreation use and prior Departmental approval is received.
- E. The facility shall be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.

AVAILABILITY TO USERS

- A. Non-Discrimination – Property acquired or developed with program assistance shall be open to entry and use by all persons regardless of age, race, color, sex, national origin, or handicap who are otherwise eligible. Discrimination on the basis of residence, including preferential reservation or membership systems, is prohibited, except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence.
- B. Reasonable Use Limitations – Participants may impose reasonable limits on the type and extent of use of the areas and facilities acquired or developed with program assistance when such a limitation is necessary for maintenance or preservation. Thus, limitations may be imposed on the number of persons using an area or facility or the type of users such as hunters only or hikers only. All limitations shall be in accord with the applicable grant agreement and amendments.



Local Parks Non-Urban Outdoor Grant Application

Created: 08/24/2015

Last updated: 10/01/2015

Page 1

QUESTIONS?

If you have questions regarding any part the application documents or processes, please contact us:

Dana Lagarde
512-389-8175
dana.lagarde@tpwd.texas.gov

Dan Reece
512-389-4656
dan.reece@tpwd.texas.gov

Roxane Eley
512-389-8109
roxane.eley@tpwd.texas.gov

Zack Thomas
512-389-8862
zack.thomas@tpwd.texas.gov

APPLICATION DEADLINE

The application deadline is 11:59 PM on October 1, 2015. You will be unable to make any changes to your application once it has been submitted.

Once you have a complete application, you must choose the "SUBMIT" button for your application to be turned into Recreation Grants for review.

Paper applications will not be accepted.

SAVE YOUR PROGRESS

While working on your application, save your progress often by selecting "SAVE & CONTINUE EDITING".

Once saved, you can return to the main screen by selecting the "BACK TO SUBMISSION" button in the top right hand corner of the screen.

GENERAL APPLICATION INFORMATION

This application is for eligible local units of government with populations under 500,000 according to the 2010 census.

Carefully review the Local Parks General Information and Outdoor Scoring Criteria. Only complete applications will be accepted. Applications missing pertinent information will be disqualified.

[Local Parks General Information \(12/2014\)](#)

[Local Parks SCORING Criteria-Non-Urban Outdoor Recreation Grants](#)

Application Documents to Upload

Select the link to print a list of documents you may be required to upload during the application submission process. The list indicates which

documents are required and need a signature.

[Local Parks Application Documents Needed](#)

All forms are available under the Resources link, in the upper right of this screen.

Eligibility

Is the applicant in full compliance with previously approved Projects awarded by the Recreation Grants Branch?

Don't know, submit an email to **Rec.Grants@tpwd.texas.gov**, and put "Request Previous Grant Projects" in the Subject line.

Yes

If no, describe non-compliance issue with plan of action to remedy. Applicants in non-compliance may be considered ineligible for funding, depending on the severity of the issues.

N/A

List any previous grants received from the Recreation Grants Branch specific to this Project site:

None.

APPLICANT INFORMATION

Applying Entity Name

(Example: City of Denver; Webster County; John Doe Water Control & Improvement District #14; Grace Road Municipal Utility District)

Williamson County

Comptroller Identification Number

74-6000978

Resolution Authorizing Submission of the Grant Application

Fillable version of this form is available for download [here](#). Fill out the form and obtain the required signature. The resolution is intended to certify that the applying entity has the authority to apply for a grant; has the matching funds available; names a responsible individual that will be authorized to sign the agreement and any amendments; the name of the project; and that the project site is or will be permanently dedicated public park land; in a public meeting.

NOTE: If you use a resolution layout customized for your local requirements, you **MUST** include the statements in Sections 1-4 of the TPWD resolution. Failure to include these sections may result in the application being ineligible.

The Resolution must be signed by the presiding officer of your jurisdiction; i.e. Mayor, County Judge, MUD President, etc.

Upload the **signed** *Resolution Authorizing Application*

<https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4091406-600b8kry7/Resolution%20Authorizing%20TPWD%20Grant%20Application.pdf>

Name of Official named in the Resolution to represent the project.

Dan A. Gattis

Title

County Judge

Mailing Address

710 Main Street
Suite 101
Georgetown, Texas 78626

Email Addressdgattis@wilco.org**Phone Number**

512-943-1550

Alternate Phone Number (Cell)

Optional

(No response)

Applicant's Certification and Program Assurances

Fillable version of this form is available for download [Local Parks Applicant's Certification & Program Assurances-fillable form](#). Fill out the form and obtain the required signatures **from the person authorized in the Resolution to represent the project.**

Upload the **signed** *Applicant's Certification*

<https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4091406-1uCasVxod3/TPWD%20Grant%20Applicant%20Certification%20and%20Program%20Assurances.pdf>

Alternate Applicant Contact

Identify a staff member for day-to-day contact, *must be applicant staff*

Name

Randy Bell

Title

Parks Director

Email Addressrandybell@wilco.org**Phone Number**

512-943-1922

Alternate Phone Number (Cell)

Optional

(No response)

Was this application prepared by someone other than the authorized official or staff person named above?

No

PARK PROJECT INFORMATION

The entire park is intended to be dedicated parkland, in perpetuity, as a result of receiving park grant funding.

Matching Funds Requested

This is the 50% match amount you are requesting from TPWD as shown in on your Budget Summary.

\$500,000

Park Name

Williamson County Expo Center

County

246 Williamson

Physical Address of the Project Site

210 Carlos G. Parker Blvd.

Taylor, TX 76574

Latitude at Park Entrance

As dd.ddddr

Not sure? Click [Here](#)

30.604027

Longitude at Park Entrance

As -dd.ddddd

Not sure? Click [Here](#)

-97.426243

Texas Senate District Number for the project location

Not sure? Click [Here](#)

5

Texas House of Representatives District Number for the project location

Not sure? Click [Here](#)

52

US Congressional District Number for the project location

Not sure? Click [Here](#)

31

Upload *Vicinity Map* (if needed)

This is to identify the general area within a county or large city. A sample is available here [Local Parks SAMPLE Vicinity Map](#)

<https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4091406-oSNh89hK90/Williamson%20County%20Expo%20Center%20Vicinity%20Map.docx>

Upload *Location Map*

This is to specify the project location **with legible street names**. A sample is available at [Local Parks SAMPLE Location Map](#)

<https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4091406-X6fRQreEnU/Williamson%20County%20Expo%20Center%20Location%20Map.docx>

PUBLIC INPUT

Does the applicant have a current and accepted master plan or other comprehensive plan on file with TPWD Recreation Grants?

Yes

If Applicant does not have an accepted comprehensive plan, upload documentation of public input related to the grant proposal. Acceptable documentation includes:

- copy of the public meeting notice
- the minutes for the public meeting certified by an official applicant representative

If a public survey has been completed provide:

- an explanation of how the survey was distributed
- a copy of the survey results

Upload the required documents:

(No response)

Is the service area for this application your entire jurisdiction (entire city or county)?

Yes

Identify Project Service Area

Where the Service Area for the proposed Project **is not the entire jurisdiction** (these could be identified planning areas, a precinct within a county, etc.): Identify the applicable Service Area(s) for the Project; and provide census tract number(s) within the designated service area(s) to be able to answer the questions for Underserved Populations.

	Service Area Type	Census Tract Number(s)
1st Service Area		
2nd Service Area		
3rd Service Area		
4th Service Area		

UNDERSERVED POPULATIONS

From the 2010 census, provide the percent of the population with a household income of \$34,999 and less for your jurisdiction or the project service area.

Project service area of Williamson County has 22.4% of the population with income of \$34,999 or less, and the immediate service area of Taylor, Texas has 38.8% of the population at or below \$32,999.-

From the 2010 census, provide the percent of the population of ethnic minorities in your jurisdiction or the project service area.

Project service area of Williamson County has 34.8% ethnic minorities:

- Black or African American – 6.2%
- American Indian and Alaska Native – 0.6%
- Asian – 4.8%
- Hispanic – 23.2%
- Immediate service area of Taylor, Texas has 34.9% ethnic minorities

PROJECT DESCRIPTION

Specifically describe the proposed project.

Provide details, at a minimum, of the following :

- number of acquisition acres (if any);
- number of acres in the park;
- quantity and type of facilities to be developed;
- any economic, health and/or community benefit;
- how the project relates to current and future public recreation needs;
- any unique design features, or any innovative community involvement; and
- access point(s) (named streets/road) to the project area.

Williamson County is one of the fastest growing counties in Texas, with a 69% population growth between 2000 and 2010. The growth is predicted to continue with an estimated 60,000 new residents between 2015 and 2020 (CAPCOG - Data, Maps and Reports, Central Texas Regional Data). With approximately 1,000 new residents per month, there is a need for additional park facilities to keep pace with the large and sustained growth of the county population.

The Williamson County Expo Center is located on 88 acres of Williamson County parkland, immediately north of the City of Taylor. The current amenities of the Expo Center are in need of expansion and renovation, in order to produce the most effective and diversified use of the parkland. With the expansion of the Expo facilities, the Williamson County Park's Department will provide additional sports and recreational activities to the residents of Central Texas, as well as learning opportunities to educate the public on the benefit of park/open spaces, the importance of conserving natural resources and the deep agricultural heritage of the county. In addition, the Expo Center will provide a much needed place for family and community events.

The Williamson County Commissioners Court, Park's Department and the Park Bond Advisory Committee, with much public involvement and input, identified the Williamson County Expo Center as an important parks and recreation need in Williamson County. Public involvement included public meetings in each of the four precincts throughout the county during Park Master Plan preparation; contracted surveys for public parks and recreation needs; open Commissioners Court meetings; and Park Bond Advisory meetings, which again were held in each of the four precincts throughout the county. Per the recommendation of the Park Advisory Bond Committee, the Commissioners Court approved proceeding forward with a Park Bond Election, which included the Expo Center project. The voters of Williamson County approved and affirmed the need for the Expo Center and over \$12 million dollars of funds have been allocated to the project. Although significant funds have been allocated for additional parkland purchase (38 acres purchased in 2014) and park renovations and expansion, additional funds are needed to make the park facilities more useful for a broader range of activities.

The Expo Center will be the first of its kind in Williamson County and will satisfy the need for a multipurpose center to conduct a diverse range of agricultural, horticultural, equestrian, livestock management and community activities in the county. To accomplish the goal of creating facilities that are more useful, attractive and ADA compliant for potential users, the old restrooms and concession buildings constructed over a decade ago, must be demolished. A 23,000 square foot, Outdoor Covered Expo Hall and a 24,000 square foot, Indoor Exhibit Hall will be added to complement the existing Open Air Arena, which has a 200 x 300 foot roof covering. The existing Open Air Arena seats 3,000 people

and is equipped with bucking chutes, turn-out pens and other amenities needed for rodeo and other agricultural events. The Open Air Arena will undergo a renovation that will include: new lights, new public address system, new arena floor footing, repainting and the installation of windscreens. The Williamson County Expo project will also provide restrooms, concessions, additional parking, and much needed RV/Camp sites for participants in Expo events, as well as for participants and families participating in sports activities at the adjoining Taylor Regional Park and Sports Complex, which was created through previous TPWD grant funding. A trail will be constructed to connect the Williamson County Expo Center to the Taylor Regional Park and Sports Complex, thereby increasing trail connectivity and shared collaborative options for each park.

The new Indoor Exhibit Hall will provide room for a variety of youth and Ag-Life Extension activities, including 4-H activities, which include opportunities for youth to learn about clothing and textiles; food and nutrition; livestock judging and validation; and lifelong skills, such as public speaking. The Indoor Exhibit Hall will also have restrooms, ticket booths and administrative offices, as a large Expo Hall, and meeting rooms. The Covered Outdoor Expo Hall will be used for agricultural shows, livestock judging and other activities that require shelter from the elements, but space in an open environment. The Indoor Exhibit Hall and Outdoor Exhibit Hall spaces are also needed for equestrian, agricultural and other horticultural events for groups such as the Master Naturalists, Master Gardeners and the Wilco Native Plant Society of Texas. In addition to providing expanded opportunities for youth, families and community events at the Expo Center, the project will increase trail connectivity by constructing a trail to link the Expo Center with the one and a half miles of trails, currently existing at the Taylor Regional Park and Sports Complex. The addition of a trail linking the Regional Park and Sports Complex and an RV/Camp Site serves as an added value to not only patrons accessing the Expo Center or Sports Complex, but the community at large.

Economic, Health and/or community benefit:

Economic Benefit - The Williamson County Expo project will have a tremendous economic impact on the eastern portion of Williamson County, particularly for the Taylor area, which has 16.6% of its total population of 16,483 (US Census 2014) that are living at or below the Federal Poverty Level. The City of Taylor has a higher ethnic population and percent of individuals living below \$34,999 per year, as compared to other parts of the county. Upon completion, the Williamson County Expo project is expected to bring an increase in employment opportunities for individuals living in Lo-Mod economic situations. Jobs that are expected to be impacted are in the retail, restaurant and concessions areas. In addition, design, engineering and construction jobs will result from construction of the Expo Center.

This project will create approximately 30 full hook-up RV sites accommodating horse trailers with living quarters, campsite amenities, utilities infrastructure and a trail system for use by Expo Center and Taylor Regional Park and Sports Complex patrons. The development of an RV site and trail system linkage of the Taylor Regional Park and Sports Complex and Expo Center sites serves as an added amenity to the improved and enhanced Expo Center. The additions will have a significant boost and benefit to the economy and health of communities in the eastern portion of Williamson County. The renovated Expo Center will improve the quality of life, attract new businesses, and bring in much needed tourist dollars to Taylor and East Williamson County, helping provide an important economic development stimulus. In addition, the project will provide affordable recreational accommodations to the general public and patrons traveling to Williamson County to participate in rodeos, equestrian, and other related sports events. There is a great need for this project, as the US Census Bureau identified 5,079 total housing units available in Taylor, with only 0.22% of these being available for seasonal, recreational or occasional use. The RV/camp sites will provide a cost effective place to stay for children and families participating in sporting events at the Taylor Regional Park and Sports Complex and participants and animals involved in Expo activities.

Health Benefit: Health disparities, those differences in health status and health behaviors that disproportionately affect segments of communities, present challenges to communities, especially for the prospective project service area. Based on the Williamson County Community Health Assessment published by the Williamson County and Cities Health District, students in Taylor ISD are more frequently found at risk for Type 2 diabetes and in addition, individuals in Taylor experience a higher rate of hospitalization for diabetes. To address these challenges along with other health concerns and outcomes, a coalition consisting of local stakeholders was formed to focus on the need

for enhancing and expanding parks and trails. Exercise and physical activity is a vital component of a healthy lifestyle. Linking trails between the Expo Center and Taylor Regional Park and Sports Complex provides opportunities for individuals staying at the RV/Campsite grounds to safely walk or bike to each location of the park. Additional trail connectivity and opportunities for safe exercise and travel, will offer the added benefit of promoting physical fitness and self-improvement. In addition, a study conducted by the Compendium of Physical Activities found that horseback riding, that will be available at the Expo Center, provides more exercise, as measured by Metabolic Equivalent (MET) than bowling, golf or general basketball. Galloping on a horse is equivalent to playing tennis (both 7.3 MET). Community accessibility to exercise and being outdoors results in greater physical fitness, improved emotional well-being and connectivity to nature. Informational messaging designed to encourage physical activity and nutrition education will be installed along the trails to promote healthy behavior for all abilities.

Community Benefit and innovative community involvement –

The expansion of the Williamson County Expo Center and linking with the Taylor Regional Park and Sports Complex will have many benefits to the community. The expanded and renovated Open Air Arena and Exhibit Halls will help support 4-H and other youth and community activities that engage and excite young people in the modern, high-tech, and fascinating field of agricultural science. 4-H helps our youth learn and embrace the agriculture and rural heritage of our county. Williamson County 4-H has groups in Florence, Georgetown, Hutto, Jarrell, Liberty Hill, Round Rock, Thrall, Taylor, which include the Hoof-picks (Horse Project Club), a Robotic Project Club, a Shooting Sports Club and a Williamson County Livestock Club. 4-H reaches every corner of our county – from urban neighborhoods of Round Rock to suburban schoolyards, to rural farming communities. 4-H benefits, not only our youth, but the communities in which they live. A decade-long study, “The Positive Development of Youth: Comprehensive Findings from the 4-H Study of Positive Youth Development”, conducted by the Institute for Applied Research in Youth Development at Tufts University determined that youth involved with 4-H were:

- Four times more likely to make contributions to their communities (Grades 7-12);
- Two times more likely to be civically active (Grades 8-12);
- Two times more likely to make healthier choices (Grade 7);
- Two times more likely to participate in Science, Engineering and Computer Technology programs during out-of-school time (Grades 10-12); and
- 4-H girls are two times more likely (Grade 10) and nearly three times more likely (Grade 12) to take part in science programs compared to girls in other out-of-school time activities.

Fueled by research-driven programming, 4-H youth engage in hands-on learning activities, which build a foundation of leadership and skills for future successful careers.

In addition to youth and 4-H Clubs, the new expanded and covered arena and exhibit hall will provide a place for Master Naturalists, Master Gardeners and the Wilco Native Plant Society of Texas to meet and hold regional events. Master Naturalists, or the “Good Water Chapter” in Williamson County have over 40 hours of expert training in almost every aspect of the natural world, including: birds, mammals, fish, insects, soils, habitats, prairies, rangeland management and forest ecology. Master Naturalists learn about nature, wildlife and habitats and how to be good stewards of our land. Master Gardeners also learn expert skills and Earth-Kind techniques for growing vegetables. In 2015, during the weeks of 9/13, 9/20 and 9/27 the Master Gardeners grew and harvested a total of 88.9, 88.0 and 96.5 pounds respectively of produce that was donated to the Caring Place and the Annunciation Maternity Home. The Wilco Native Plant Society of Texas is an active group that teaches the benefits of native plants to wildlife and for ecosystem restoration. Their purpose as listed in their bylaws is to “promote the conservation, research and utilization of the native plants and plant habitats of Texas, through education, outreach and example.” Some advantages of native plants include:

- Add beauty to the landscape and preserve our natural heritage;
- Provide food and habitat for native wildlife;

- Help slow down the spread of fire by staying greener longer;
- Decrease the amount of water needed for landscape maintenance;
- Require very little long-term maintenance if properly planted and established;
- Produce long root systems to hold soil in place; and
- Protects water quality by controlling soil erosion and moderating floods and droughts.

With the expansion and renovation of the Williamson County Expo Center, all of these groups will have an opportunity to meet, increase their membership and educate our communities on the importance of managing and conserving our natural resources. The Native Plant Society of Texas will hold their annual 2015 Symposium on October 15-18th at the Airport Hilton in Austin. When speaking with a member of the Native Plant Society, they conveyed that the group would have considered having the symposium in Williamson County, but there was not a facility large enough to accommodate the size of the group. The Expo Center will bring a competitive advantage and potential economic development to the City of Taylor by drawing more and diverse events.

The development of the RV/Campsite Park which will be connected to the trails system, Expo Center and Taylor Regional Park and Sports Complex offers opportunities to commute to the different areas without the use of motor vehicles, in addition to exposing individuals and families to the fun of exploring the beautiful parks and trails in Williamson County. The Wilco Wellness Alliance (WWA), a coalition represented by local business owners, hospital leadership staff, school districts, elected officials, Williamson County Parks Department, and local community residents is actively working on addressing 1 of 5 Health Priorities which were identified in the Community Health Assessment and listed as a priority in the Community Health Improvement Plan for Williamson County. The priority goal is to increase active living opportunities for the residents of Williamson County and visiting patrons. The linking of the trail system, Expo Center, Sports Center and RV Park will in effect address the identified health priority. The parks and trail system is a major community asset with the potential to increase access to areas with little to no public transportation. In addition to the WWA, Williamson County Parks Department has partnered with the local health department to establish walking trail messaging, promoting physical activities and nutrition education. Improving the trail system, promoting healthy outcomes and increasing opportunities for economic growth through the expansion of the Williamson County Expo Center, will impact the health of the community and any who visit the Taylor area. The connectivity and/or linkage afforded by the trails are consistently targeted during planning discussions and will continue to serve as an ongoing priority.

Access Points - Initial access to the Expo Center will be limited from the NW Carlos G. Parker Blvd. However, a new roadway is scheduled to be constructed immediately west of the Expo Center connecting the NW Carlos G. Parker Blvd. to the south of the Expo Center and Chandler Road to the north of the Expo Center, creating multiple access points.

Planning Needs and Priorities Identified

Based on the Local Plan or other documented public input, list the proposed facilities which are:

- identified as a need;
- the priority number; and
- specify the corresponding page number from the planning document.

- Identified as need –Williamson County, Texas, Comprehensive Park Master Plan (Citizen Surveys) Chapter 5: Sections 11-16 - Pages 31-36
- Williamson County, Texas, Comprehensive Park Master Plan 5 Year Update; Expo Center Amendment Section -Page 57.
- Community Health Assessment – Page 25
- Community Health Improvement Plan -Active Living Support Priority #3
- Expo Center Master Plan – Pages 9 & 10
- City of Taylor Strategic Plan – Goal #2/Obj 3/Strategy 1

Upload *Site Plan of Proposed Development*

Click here for [Local Parks SAMPLE Site Plan](#). The Site Plan MUST clearly identify the Project Boundary, and proposed project elements. If the project includes areas intended to be dedicated natural open space, show the boundary lines of this element.

Upload *Site Plan*

<https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4091406-rsSDKWBKt1/Site%20Plan.pdf>

Geographic Distribution

Describe how the project will improve the geographic distribution of park and recreation lands and facilities in your jurisdiction or the project service area.

Identify if this is the first public park in applicant's jurisdiction or intended service area. Specify Plan or public input documentation in support of the first park, or new and different opportunities within the jurisdiction/service area.

Although Williamson County has many park options for residents, there are fewer on the eastern portion of the county, where there are greater health disparities observed. The Expo project will help improve the distribution of park and recreation land in the county. The project will be a significant compliment to the continued improvement and expansion of the Williamson County Expo Center which is the only County Park in eastern Williamson County. The facilities, amenities and activities associated with the Expo Center will augment the adjacent Taylor Regional Park and Sports Complex. Thirty percent (30%) of respondents to the 2008 Park Master Plan survey indicated a need for more overnight camping areas. To achieve the indicated need, the RV site will be located approximately 200-500 feet from the Expo Center site. Close proximity will provide a convenient distance for patrons, specifically those travelling with their animals. The Williamson County Park's Department has a strong history of seeking input from the public on park and recreation needs; planning, designing and constructing passive and active park and recreation facilities that serve the needs of our local communities.

Explain how the project improves park and recreation opportunities for physically/mentally challenged citizens which exceed the federal and state required accessibility standards.

The Williamson County Park's Department is excited about collaboration with a non-profit, "Spirit Reins". Spirit Reins provides mental health services for Central Texas children and families affected by abuse, neglect and other trauma. These children and families are down, both physically, mentally and emotionally and Spirit Reins helps build them back up using Trauma-Focused Equine Assisted Psychotherapy, and Reins of Hope and Rhythmic Riding programs. Using the Natural Lifemanship model of trauma-focused therapy throughout the mental health services, Spirit Reins is able to help children (particularly foster and adopted children) who range in age from three to seventeen, from a broad spectrum of socioeconomic levels to grow into healthy, productive adults and break the generational cycle of abuse. Many of the children are referred from the child welfare system, The Center of Child Protection, Communities in Schools, Texas Baptist Children's Home, A World of Children, Williamson County Juvenile Services, the Travis County Juvenile Probation Department and Travis County Integral Care. Using a staff of one full-time and four-part-time contract therapists and one full-time and two part-time contract equine specialists, Spirit Reins provides services to 249 children and family members in Williamson and Travis counties. Some of the therapies and interventions include:

- Natural Lifemanship Model of Trauma-Focused Equine Assisted Psychotherapy
- Equine Assisted Eye Movement Desensitization and Reprocessing (EMDR)
- Play Therapy
- Sensory and Motor Psychotherapy
- Nature Therapy

- Art Therapy
- Family Intensive Therapy Retreats

Currently, Spirit Reins is located in Liberty Hill, Texas, but discussions are underway to stable horses in other parts of Williamson County, including Georgetown and Round Rock. In discussion with the Executive Director of Spirit Reins, none of these locations have a covered Arena. Having a covered Arena at the Williamson County Expo Center in Taylor would allow children to receive vital services during adverse weather conditions, including hot temperatures, without exposing the children to the hot sun. The Indoor Expo building could also be used for other mental health services for these children in need and would provide a location to provide the services listed above. Details of the collaboration will continue while waiting on the results of the TPWD grant application.

Also, the Williamson County Park's Department will apply for grant funding through Williamson County Community Development Block Grant (CDBG) funding in 2016. A grant funding application will be written requesting a funding for an "all-ability" playground to service the Expo RV/Campground site. This playground will be planned to meet the needs of children who have special needs and will provide a welcoming, safe and accessible environment and a place for children of all ages and abilities to develop physical, cognitive, sensory and social skills. This playground is expected to also further the collaboration with Spirit Reins and could be beneficial to the Taylor ISD Middle School, which is located adjacent to the Expo property.

Extending the trails from the Expo Center to the Taylor Regional Park and Sports Complex and in addition to the close proximity site of the RV Park, offers a value added of walking or biking to the different sites. These forms of physical activity have been medically proven to improve one's self-esteem, well-being and reducing stress. The trail system limits barriers and increases opportunities for physical activity which in turn improves the quality of life.

Does the project provide for the renovation or adaptive reuse of existing obsolete lands or facilities?

Yes

If yes, describe how the project provides for the restoration, renovation or adaptive reuse of existing infrastructure or other facilities that are no longer useable for its intended or original use. Identify the age and condition of each of the facilities proposed for renovation/restoration/reuse. Describe the proposed work to be completed for each of the obsolete facilities.

The East Williamson County Regional Park (as it is known today) was constructed in 2003/2004. The facility will be transformed into the Williamson County Exposition Center. There are several steps involved in transforming the current facility so that it will be more attractive for potential users. The current concessions will be demolished and replaced by the 24,000 square foot Indoor Expo Hall, restrooms, ticket booths and administrative offices. The current restrooms will be demolished and replaced by the 23,000 square foot Outdoor Covered Expo Hall, with wash racks and storage facilities. The existing Arena will be updated with new lights, new public address system, new arena floor footing, re-painting, and wind screens installations. As funding permits, a new covered penning and warm up area will be added on the north end of existing Arena. The site west of the existing Arena will also be transformed into the RV Campsites, horse stalls, and warm-up arenas in the future.

Provide photographs of elements proposed for restoration, renovation or adaptive reuse.

Upload photographs

<https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4091406-TCKspMyQT8/Power%20Point-.pptx>

Sustainable Park Design

Describe how the project embraces sustainable techniques in the design and construction of the park, including but not limited to the diversity, innovative nature and/or cost of the project elements.

The costs for these design features must be identified in the project budget.

To view the Sustainable Design Guide, click [here](#)

The project will incorporate several sustainable techniques in design and construction. The project is a greyfield site which the County will invest in the renovation of existing outdated facilities that primarily focused on rodeo type events and construct new amenities to encourage a broad use of the facilities for other activities such as family reunions, weddings, conferences, trade shows, livestock shows, dog shows and others. The project will also utilize the entire existing utilities infrastructure. Construction pollutants will be minimized and controlled during the construction phase. Recycled materials will be utilized as available with park site amenities. Shade trees will be incorporated in efficient irrigated areas of the RV sites to reduce energy consumption of RVs. Native and adaptive plants will be incorporated into landscaped areas to conserve water. LED Area Lighting fixtures will be utilized to reduce electrical power consumption. Connector paths and trails will expand alternative transportation opportunities in the area. The expanded operations and use opportunities of the Expo Center will encourage an increase of multi-ethnic and multi-cultural inclusion within the Parks Department. The leadership staff will hold regularly scheduled meetings with recurring agenda items focused on the progress for quality assurance and improvement purposes. The trails system connectivity will encourage park users, and RV site patrons in utilizing alternative transportation such as bikes and/or walking.

Linkage

Describe how the project provides linkages via trail/greenways to connect with other public parks and conservation areas.

This project will offer expanded recreational links for Expo Center patrons' to use of the existing, adjacent City of Taylor park facilities (i.e. fishing pond, playgrounds, trails, restrooms and sports fields). This project will also offer patrons' of adjacent City of Taylor park facilities the use of this project's overnight RV accommodations for City Park events such as softball and soccer tournaments.

EXISTING ENVIRONMENT

Describe the characteristics of the surrounding land uses at the Project site.

e.g. Residential (single-family, multi-family, rural), Commercial, Agricultural, Industrial, Parks, etc.

North	Agricultural
South	Transitional Land, Green Space
East	Parks
West	Agricultural

Upload Site Photographs

Only a single document can be uploaded. Save photos in a single file (WORD or PDF), then upload.

<https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4091406-TbDIDHF9TP/Site%20pictures%20for%20TPWD%20Grant.docx>

Indicate any of the applicable agencies with which you have made initial contact or know that the project will require any of these special contacts; and provide general information with regard to the contact.

You are NOT required to contact any of these agencies.
Check all that apply.

No Responses Selected

Is there any history of ground contamination at the Project site?

e.g. former landfill, gas station, illegal dumping, brownfield, etc.

No

If yes, describe the contamination history.

N/A

Describe the topography and soils at the Project site.

The Project Site topography is best described as moderately level with approximately 5 feet of elevation change within the Park property. The soils are Branyon-Houston Black Burleson: deep calcareous and non-calcareous, clayey soils formed in clayey alluvium and marine clays and shales; on ancient stream terraces and uplands.

Describe the vegetation and wildlife present at the Project site. Indicate if any vegetation or wildlife species are considered valuable, vulnerable, rare, threatened or endangered?

To link to the Texas Natural Diversity Database (by county), click [here](#) and follow the instructions.
Additional information is available at the *Texas Conservation Plan* [here](#).

The Project Site vegetation is similar to surrounding lands that have been cultivated for crops in the past and allowed to remain fallow for several decades thus reverting to disturb pastureland. Wildlife of the area includes various pastureland species of birds (i.e. cattle egrets, vultures, red-shoulder hawks, red-tail hawks, crested caracaras, American kestrels, inca doves, white wing doves, morning doves, American crows, horned larks, swallows, northern mockingbirds, etc.) , insects, amphibians, reptiles and small mammals (i.e. raccoons, mice, rats, coyote, skunks, rabbits, etc.). Vegetation and wildlife species observed to date are not vulnerable, rare, threatened or endangered.

Describe any natural water features, including name (if known) and type of water body; size in acres and/or linear feet of frontage within the Project site.

If the water body is a creek; does it have continuous, year round water flow?

None. The intermittent Turkey Creek is located a few hundred yards north of the Project Site and a small impounded body of water used for irrigation of the City Park is located a few hundred yards east of the Project Site.

Does the Project expand access to water-based recreation opportunities along existing natural water bodies?

No

If yes, provide details on how the Project provides for water-based recreation opportunities and; preserves, restores/improves fish and wildlife habitat conditions, is located in an area with limited public access to water-based recreation, or provides a link to existing water bodies that support water-based recreation.

N/A

FLOODPLAINS AND WETLANDS

Floodplain: The lowland and relatively flat areas adjoining inland and coastal waters including flood-prone areas of offshore islands, including at a minimum the 100-year floodplain.

Wetlands: Those areas that are inundated by surface or ground water with a frequency sufficient to support, and under normal circumstances support, a prevalence of vegetative or aquatic life that requires saturated or seasonally saturated soil conditions for growth and reproduction. Wetlands generally include swamps, marshes, bogs, and similar areas such as sloughs, potholes, wet meadows, river overflows, mud flats, and natural ponds. Additional information on wetlands is available from the Texas Outdoor Recreation Plan (TORP) [Local Parks TORP Chapter 3-Wetlands](#).

Is any part of the Project area within a 100-year floodplain or consist of wetlands?

No

ENVIRONMENTAL IMPACTS

Identify the level of impact, describe the impacts based on the proposed development, and discuss any anticipated short and long-term impacts of the Project on the site.

Impacts (or effects) are defined as direct or indirect changes in the existing environment which are anticipated as a result of the proposed action or related future actions. These impacts may be either beneficial or adverse, and should be identified in your description.

	Environmental Resources Impact	Briefly Describe the Potential Impacts
Geological resources: soils, slopes, streambeds, landforms, etc.	N/A	
Air Quality	N/A	
Sound (noise impacts)	N/A	
Water quality/quantity	N/A	
Streamflow Characteristic	N/A	
Marine/estuarine	N/A	
Land use/ownership patterns, property values, community livability	N/A	
Circulation, transportation	N/A	
Plant/animal/fish species of special concern/habitat; state/ federal listed/proposed listing	N/A	
Unique ecosystems (biosphere reserves, World Heritage sites, old growth forests, etc.)	N/A	
Unique or important wildlife/ wildlife habitat	N/A	
Unique or important fish/habitat	N/A	

Introduction or promotion of invasive species (plant or animal)	N/A	
Recreation resources, including parks, open space, conservation areas, rec. trails, facilities, services, opportunities, public access, etc.	Minor Impacts	This Project will have a positive impact on recreation resources as it will expand trails and improve facilities and services, opportunities and public access to Expo Center type events.
Overall aesthetics, special characteristics/features	Minor Impacts	Impacts to aesthetics and special characteristics & features will be positive as this Project complements and improves existing operations.
Historical/cultural resources, including landscapes, ethnographic, archeological, structures, etc.	N/A	
Socioeconomics, including employment, occupation, income changes, tax base, infrastructure	N/A	
Minority and low-income populations	N/A	
Energy resources (geothermal, fossil fuels, etc.)	N/A	
Other agency or tribal land use plans or policies	N/A	
Other important environmental resources that should be addressed	N/A	

Unavoidable Adverse Impacts

Those effects **which cannot be mitigated** should be explained and the effects weighed against the beneficial impacts of the Project. Be objective as well as analytical, and avoid trying to justify or rationalize proposed actions.

N/A

Mitigating Measures for Adverse Impacts

Adverse impacts may have short-term or long-term effects. They should be identified as such and explained.

For those impacts considered adverse, and caused as a result of actions proposed in the application, explain how they will be minimized or eliminated. Adverse impacts which cannot be mitigated should be identified and discussed. You may not be able to mitigate every adverse impact, but each one should be considered and weighed against the effects considered beneficial to the community and environment.

For example:

- The utilization of erosion control devices to prevent soil run-off during construction.
- The routing or re-routing of vehicles or the installation of traffic controls to regulate increased traffic to, from, and around the project area.
- Replacement/re-establishment of specialized fish, vegetation, or wildlife habitat which will be lost or partially lost as a result of the project's actions.
- Relocation of persons or businesses located within the project area(s).

Adverse impacts are anticipated to be very minimal. Erosion control devices will be utilized during construction to prevent soil run-off.

Describe any and all alternatives considered for the proposed Project. The alternative of "no action" must be specifically addressed. Also discuss the basis for rejection of any/or all alternatives.

The only alternative being considered for the proposed Project if the Grant is not awarded is to rely upon Expo Center patrons to utilize local non-camping overnight accommodations, and to drive from the Expo Center to the City Park if they desire to use those facilities/amenities.

LAND ACQUISITION

Acquisitions which occur prior to grant approval, without TPWD authorization by a Waiver of Retroactivity, or which do not meet the acquisition criteria, are not eligible for assistance.

Does the proposed Project include land acquisition?

No

RELATED TO LAND ACQUISITION

For additional specialize information related to acquisition, refer to the [Texas Conservation Action Plan](#) and/or the Texas Outdoor Recreation Plan (TORP) [Local Parks TORP Chapter 3-Wetlands](#).

LEGAL CONTROL CONDITIONS

Upload *Aerial Photo or Satellite Image*

Identify the boundary, and all existing conditions such as existing structures, utilities (specify any overhead lines), ROWs, easements, etc.



What utilities are available on the site?

Describe the existing utilities and other conditions (electrical, cable, phone, water, sewer, pipelines, wells, etc.); describe the type (major transmission, neighborhood service, natural gas, etc.); and location on the Aerial Photo/Satellite Image.

NOTE: Existing overhead utility lines must also be identified on the Project Site Plan.

The following neighborhood service utilities currently exist on site:

1. City of Taylor Wastewater Service,
2. City of Taylor Water Service,
3. ONCOR dead end, Overhead Electric Power Line,
4. County Owned Shallow Water Wells for irrigation.

Are there any overhead utility lines within the Project boundary?

Be sure they are identified on the Aerial Photo/Satellite Image and the Project Site Plan.

Yes

If yes, what will be the disposition of the existing overhead utility lines?

Please note, if funded, overhead utility lines will be required to be removed or buried under most circumstances. Existing overhead utilities are required to be shown on the Project Site Plan.

Remain

Describe any rights-of-way and/or easements at the Project site.

The following easement exist for this property:

1. City of Taylor Wastewater Service,
2. City of Taylor Water Service,
3. ONCOR dead end, Overhead Electric Power Line,

Proof of Ownership and/or Legal Control

For all properties ***already under the legal control of the Applicant*** and proposed for development, the Applicant must provide evidence of legal control.

- **Recorded deed(s),**
- Lease agreements,
- Easement agreements, or
- Drafts of the lease or easement, with a letter of intent from the landowner to enter into the agreement. Leased land can only be with other governmental agencies, **no leases from private land owners.**

NOTE: If no deed exists, contact the Recreation Grants staff for guidance prior to grant submission.

Upload ***Proof of Ownership and/or Legal Control*** Documentatio

<https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4091406-QnnbfMJ2mC/W%20C%20%20Expo%20Center%20Deed.pdf>

Proof Applicant can Prevent Surface Drilling/Mining of the Project Site

he applicant must provide evidence that the surface of the project site is protected from any drilling or mining, or can demonstrate protection through the following:

- Existing ordinance or resolution,
- Zoning,
- Ownership of mineral rights by applicant,
- Designated drill sites on the project site (will be excluded from project assistance),
- Draft of ordinance, resolution or zoning, and statement that if funded, will authorize the ordinance or resolution.

As a reminder, any activities taking place now or in the future on the surface of the park that are NOT recreational, or in support of recreation, will constitute a conversion. Refer to the Conversion Guidelines for further information, [here](#).

Upload *Proof of Drilling/Mining Protection* (if available)

<https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4091406-kVF2O51ofW/Prevent%20Surface%20Drilling%20and%20Mining%20of%20the%20Project%20Site.pdf>

State who will operate and maintain the Project area.

The applicant is responsible for the maintenance and operation of the fund supported area(s)/facilities. If agreements exist (or are anticipated) for others to perform operations, programming and/or maintenance duties, describe such arrangements.

The staff of the Williamson County Parks and Recreation Department will operate and maintain the proposed Project facilities and other facilities associated with the Williamson County Expo Center.

Upload existing or draft *Agreements for Maintenance and/or Operations*

(No response)

PROJECT BUDGET

The Budget Summary provides the complete estimated costs for the proposed grant project. Estimates should build in cost inflation for the construction period.

How will the development of the project be constructed/installed?

Select all that apply:

Responses Selected:

Contract

Project Schedule

Describe the estimated time schedule for implementing the proposed Project. Applicants are allowed approximately three years from the date of Commission approval to complete all project elements. Approved projects should be accomplished in a timely manner by the Applicant, unless delays result from extraordinary circumstances beyond the Applicant's control.

Failure to meet the grant time frames may be grounds for the Department to initiate cancellation of the project, or to deny requests for additional grant funds for new projects.

Project Schedule

Estimated Time Schedule for Implementing Proposed Project:

(Assumption: Award Date Prior to April 2016. Project Completion Date Target is for January 2017)

Activity Est. Begin Timeline Est. Completion

Professional Services RFP & Contract Week 1 Week 8

Design Week 9 Week 13

Construction Contractor RFP & Contract Week 12 Week 20

Construction – Site Work Week 23 Week 25

Construction - Utilities Week 24 Week 30

Construction – RV Sites Week 30 Week 34

Construction – Trails & Paths Week 32 Week 36

Construction - Landscaping Week 34 Week 36

The Budget Summary

A SAMPLE Budget Summary in EXCEL is available for view [here](#).

A fillable version of the required budget is available after the section descriptions. Download and fill out the form.

NOTE:

Grant Elements are ONLY those expenses for which you will be requesting reimbursement if the grant is approved. Grant Elements = grants funds + applicant match.

Non-Grant Elements are ONLY those expenses for which you are covering the costs above the grant limits, overmatching the grant, or constructing elements not part of the grant.

Professional Services

- The total cost of Professional Services **cannot** exceed 12% of grant construction estimates.
- Costs for required permits (COE, TCEQ, TDLR) or surveys (cultural resources, environmental resources) should be included if it is anticipated that these actions may be necessary.
- The cost to prepare the grant application is an eligible pre-agreement expense and must include a beginning date for the site planning and application preparation.

Construction Plans/Specifications and Inspections:

- Plans must be prepared and sealed by an engineer, architect or landscape architect registered in Texas or other competent professions depending on the scope of work.
- Plans must be submitted to the Texas Department of Licensing and Regulation (TDLR) for compliance with Texas Accessibility Standards.

Land Costs

- All land to be acquired (by donation, purchase, waiver, publicly-owned non-parkland) **must be shown** in the Budget Summary based on the estimated value letter.
- The value of donated land and/or applicant-owned non-parkland **is considered an expense of the project**.
- Appraisals and boundary survey costs cannot exceed \$10,000 or 5% of the land value, **whichever is less**.

Construction Costs

Include Site Preparation

Itemize proposed project elements to include but not limited to:

- Utilities
- Roads and Parking
- Restroom/Concession Building or Other Buildings (separate line for each item)
- Recreation elements (separate line for each element. Combine elements for items such as ballfields to incorporate site work, fencing, dirt work, irrigation, lighting costs in a single budget line item)
- Landscaping (native plant species only)
- Program Acknowledgement Signs (eligible for reimbursement)
 - A *temporary* program acknowledgement sign is required during construction
 - A *permanent* program acknowledgment sign is required at project completion

Upload the Budget Summary

The fillable EXCEL version of the Budget Summary is available [here](#). Download the form, complete the project budget, then upload the final budget. Need additional rows on the budget form? Send your form to Rec.Grants@tpwd.texas.gov with "Budget Summary" in the subject line.

Upload the final Budget Summary

<https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4091406-S3ypOwTibm/Williamson%20County%20Parks%20Expo%20Center%20TPWD%20Grant%20Budget%20Form%20-%20Final.xlsx>

APPLICANT'S MATCHING SHARE OF GRANT

	Amount
Voter Approved Bonds	500000
APPLICANT Funds (General Fund cash, 4-B, EDC, etc.)	
APPLICANT In-House Labor, Equipment and/or Materials	
APPLICANT/Publicly Owned Non-Parkland	
PRIVATE Land Acquisition (donation or purchase)	
PRIVATE or OTHER PUBLIC Contributions (cash, labor, equipment and/or materials)	
Total	500000.0

Letters of Commitment

If the match includes private or other public contributions you must submit letters of commitment. Letters must include the value of the contribution and how the value was determined.

For multiple letters, save all to a single PDF, then upload.

Upload *Letters of Commitment*

(No response)

Contributor Information

Complete for each contributor

	Type of Contribution	Contributor Name	Contributor Organization (if applicable)	Amount/Value of Contribution
Contributor 1				
Contributor 2				
Contributor 3				
Contributor 4				
Contributor 5				
Contributor 6				
Contributor 7				
Contributor 8				
Contributor 9				
Contributor 10				
Contributor 11				
Contributor 12				
Contributor 13				
Contributor 14				
Contributor 15				
Contributor 16				
Contributor 17				
Contributor 18				
Contributor 19				
Contributor 20				
Total	0	0	0	0

Costs for Non-Grant Elements

If the development of the entire park exceeds the proposed grant amount, identify the elements and costs in the Budget Summary, and enter the amount greater than the grant.

Enter "\$0.00" if none.

\$0.00

Provide details regarding the additional project costs in excess of the grant budget. Identify the source for paying for the additional costs to complete the overall project, a list of project elements it is intended to pay for, and a timeframe for these elements to be completed. This can include both applicant funds and outside contributions.

N/A

Upload *Documentation of the source of funds for Non-Grant Elements*

For applicant funds, attach a resolution or letter from applicant authority that identifies the project and details the amount of funds being allocated to the project in excess of the grant budget.

For outside contributions, attach a partnership letter detailing the value of the contribution and how the value was determined. Upload as a single WORD or PDF document.

(No response)

Do you have additional supporting documents related to your proposal?

OPTIONAL

For multiple documents, save all as a single PDF, then upload.

Upload *Additional Supporting Documents*

<https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4091406-RruCSMNqsR/Letters%20of%20Support%202.pdf>

SUBMITTING YOUR APPLICATION

The application deadline is 11:59 PM on **October 1, 2015**. You will be unable to make changes to your application once it has been submitted.

Please remember that once you have a complete application, you must choose "SUBMIT" below for your application to be turned into Recreation Grants for review. You will receive an email confirmation that your application was submitted successfully. Once submitted, you can download your complete application, but you will NOT be able to make changes. If you discover an error in your application PRIOR to the deadline, contact James.Lindsey2@tpwd.texas.gov.

Paper copies of the application will not be accepted.



**AGREEMENT FOR ARCHITECTURAL
AND/OR
ENGINEERING SERVICES
FOR THE DESIGN AND DEVELOPMENT OF
OF THE RECREATIONAL VEHICLE PARK, PHASE II,
WILLIAMSON COUNTY EXPO CENTER**

THIS AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES ("Agreement") is made and entered into by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas, hereinafter "Owner," Williamson County," or "County," and _____, hereinafter "A/E."

RECITALS

The County intends to utilize the professional services of _____, to assist the County with the design and development of the Recreational Vehicle Park, at the Williamson County Expo Center, hereinafter called the "Project;" and

The County desires that the A/E perform certain professional Architectural and Engineering services in connection with the Project; and

The A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, the County and the A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	A/E's RESPONSIBILITIES
3	SCOPE OF A/E's BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION

12 SPECIAL TERMS AND CONDITIONS
13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL PROJECT INFORMATION

§ 1.1 This Agreement is based on the Initial Project Information set forth in this Article 1 or in Exhibit A, if any.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date: _____
- .2 Substantial Completion date: _____

§ 1.3 The Owner and A/E may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the A/E shall appropriately adjust the schedule, the A/E's services and the A/E's compensation.

§ 1.4 The Services covered by this Agreement are subject to an Owner-approved budget. In the absence of an express provision to the contrary in this Agreement, the A/E shall perform the required services in a manner that will render a Cost of the Work (as defined herein) that does not exceed the most current Owner-approved budget.

§ 1.5 A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the Services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the above-described Project; (b) the Owner is relying on A/E's representation herein that it possesses sufficient skill, knowledge, experience, and ability to fully perform the Services and its obligations under this Agreement; (c) the A/E will assign to this Project qualified individual architects or engineers, as required, and experienced personnel to manage those professionals, as needed, to ensure the quality of performance required herein; and (d) the Basic Services Fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

§ 1.6 **Limit of Appropriation.** Prior to the execution of this Agreement, A/E has been advised by Owner—and A/E clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement—that Owner shall have available the total maximum sum of \$ _____ specifically allocated to fully discharge any and all liabilities, including construction costs, which may be incurred by Owner in bringing the Project to an absolute conclusion, resulting in a complete, fully furnished, fully equipped and fully usable facility, and that the total of any and all basic construction costs, costs of providing the required furnishing and equipment, all fees and compensation of any sort to the A/E and consultants, and any and all costs for any and all things or purposes inuring under or out of this Agreement,

irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Agreement which might in any light by any person be interpreted to the contrary. A/E does further understand and agree—said understanding and agreement also being of the absolute essence of this Agreement—that the total maximum compensation that A/E may become entitled to hereunder and the total maximum sum, including any amounts for reimbursable expenses, that County shall become liable to pay to A/E hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$_____.

ARTICLE 2 A/E's RESPONSIBILITIES

§ 2.1 The A/E shall provide the professional services as set forth in this Agreement. The A/E will provide all professional services necessary for the complete design and construction documentation for the Project. The A/E agrees that the Basic Services Fee, stated in Article 11, represents adequate and sufficient compensation for the timely provision of all professional Basic Services (including those of its consulting structural, mechanical, electrical, plumbing, and civil or other consulting engineers, if any) necessary to completely design the Project and prepare Construction Documents that fully indicate the requirements for construction of the Work, whether or not those Services are individually listed or referred to in this Agreement, the only exceptions being: (1) the cost of those services that are provided by third parties and that are expressly designated herein as being the "Owner's responsibility" or "Owner-provided;" and (2) the cost of those engineering or consulting services that become necessary as a result of an Owner-directed change in Project scope affecting the A/E (and that are subject of a written agreement for Additional Services).

§ 2.2 Where necessary, the A/E's shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 2.3 The A/E's shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 2.4 The A/E shall perform its services consistent with the professional skill and care ordinarily provided by architects, or engineers (as the case may be) practicing in the same or similar locality under the same or similar circumstances. The A/E shall perform its services expeditiously in accordance with the schedule developed hereunder.

§ 2.5 The A/E agrees that its design, Construction Documents, and Services shall conform to all federal, state, and local statutes and regulations governing its Services, the Project and the Work. The A/E agrees that this duty is non-delegable—and the A/E, by signing drawings or preparing

Construction Documents to submit to governmental entities for purposes of obtaining building and other governmental permits or approvals, shall be deemed to certify that it has taken reasonable measures to ascertain what codes apply to the Project and has applied them accordingly. Nothing in this Agreement shall be construed to eliminate or diminish the A/E's responsibility for compliance of its design, its Construction Documents, and its Services provided with local, state, and federal statutes and regulations including but not limited to those that relate to the ADA or accessibility for the physically-challenged.

§ 2.6 The A/E shall identify a representative authorized to act on behalf of the A/E with respect to the Project. Once approved by Owner, the A/E's designated representative shall not be changed without the Owner's written approval.

§ 2.7 Except with the Owner's knowledge and consent, the A/E shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the A/E's professional judgment with respect to this Project.

§ 2.8 Insurance. The A/E shall maintain all forms of insurance required below, or by the laws in the State of Texas. In addition to professional liability insurance, the A/E shall also maintain insurance coverage for comprehensive general liability, automobile liability, and workers' compensation by a carrier satisfactory to the Owner, which carrier shall be licensed to provide such coverage in the State of Texas, on forms and in amounts that are satisfactory to the Owner. The A/E shall ensure that all of A/E's subconsultants engaged or employed by the A/E carry and maintain similar insurance covering their respective portions of the Services. The A/E and its subconsultants shall submit proof of such insurance to the Owner before the submittal of the first invoice to the Owner, at the anniversary date(s) of the submittal, and at any time when a material change in coverage, carriers, or underwriters occurs. The Owner may require that the proof of coverage be in the form of a true and accurate copy of the policies of insurance, themselves. The maintenance of such coverage shall be a condition precedent to Owner's obligation to pay under this Agreement. The insurance policies shall incorporate a provision requiring written notice to the Owner at least 30 days prior to any cancellation, or non-renewal.

.1 General Liability

Each Occurrence	\$1,000,000
General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Person & Advertising Injury Liability	\$1,000,000
Medical	\$1,000
<ul style="list-style-type: none"> Williamson County shall be named as Additional Insured(s) Waiver of Subrogation shall apply in favor of Williamson County 30-day notice of cancellation 	

.2 Automobile Liability

Any one accident or Loss	\$1,000,000
<ul style="list-style-type: none"> Such coverage shall apply to Owned, Hired, and Non-Owned Automobiles Williamson County shall be named as Additional Insured(s) Waiver of Subrogation shall apply in favor of Williamson County 	

- 30 days' notice of cancellation

.3	Workers' Compensation	
	Workers' Compensation	State Statutory Limits
	Employer's Liability	
	Bodily Injury by Accident	\$1,000,000 each accident
	Bodily Injury by Disease	\$1,000,000 policy limit
	Bodily Injury by Disease	\$1,000,000 each employee

- A Waiver of Subrogation shall apply in favor of Williamson County
- 30 Days' Notice of Cancellation

.4	Professional Liability	
	Each Claim	\$2,000,000
	General Aggregate	\$2,000,000
	<ul style="list-style-type: none"> • Any deductibles or self-insured retentions over \$75,000 must be declared and approved in writing by Williamson County in advance. 	

ARTICLE 3 SCOPE OF A/E'S BASIC SERVICES

§ 3.1 The A/E shall provide those Basic Services described in Article 3, and 2.1, including the usual and customary structural, mechanical, and electrical engineering services, unless specifically provided elsewhere.

§ 3.1.1 The A/E shall manage the A/E's services, consult with the Owner, research applicable design and development criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner. A/E shall also participate in any public hearings requested by Owner and/or the Williamson County Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.

§ 3.1.2 The A/E shall coordinate its services with those services provided by the Owner and the Owner's consultants. The A/E shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants when that information is transmitted by the Owner to the A/E and is designated by Owner to be reliable. The A/E shall provide prompt written notice to the Owner if the A/E becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the A/E shall submit for the Owner's approval a schedule for the performance of the A/E's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the A/E. With the Owner's approval, the A/E shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The A/E shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the A/E shall prepare designs and documents in accordance with applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.5 The A/E shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The A/E shall review the project, program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the A/E's services.

§ 3.2.2 The A/E shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The A/E shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The A/E shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches.

§ 3.2.4 Based on the Project's requirements, the A/E shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the A/E shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may, if requested by the Owner, include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The A/E shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.5.2 The A/E shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The A/E shall submit to the Owner an estimate of the Cost of the Work. A/E shall provide for the Owner's approval a written itemized estimate of the Cost of the Work based upon the Schematic Design package produced by the A/E, with cost project to the schedule date of completion of the Bidding and Negotiation Phase of Services. If that estimate does not conform to the initial Owner-approved budget, and any Owner-approved amendments thereto, the A/E shall provide a written statement to the Owner describing the specific reasons for the deviation and suggesting alternative designs or changes that can be made to the design in order to bring the Cost of the Work within the then-current Owner budget.

§ 3.2.7 The A/E shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the A/E shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 A/E shall provide for the Owner's approval a written itemized estimate of the Cost of the Work based upon the Design Development package produced by the A/E, with cost project to the schedule date of completion of the Bidding and Negotiation Phase of Services. If that estimate does not conform to the initial Owner-approved budget, and any Owner-approved amendments thereto, the A/E shall provide a written statement to the Owner describing the specific reasons for the deviation and suggesting alternative designs or changes that can be made to the design in order to bring the Cost of the Work within the then-current Owner budget.

§ 3.3.3 The A/E shall submit the Design Development documents to the Owner, including the estimate required under §3.3.2 above, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the A/E shall prepare Construction Documents for the Owner's approval. The Construction Documents shall indicate in detail the materials, systems, and other requirements for construction of the Work.

§ 3.4.2 The A/E shall prepare Construction Documents that conform to the requirements of applicable laws, codes, ordinances, regulations, and other requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the A/E shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The A/E shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms. **A/E acknowledges and agrees that the Conditions of the Contract for Construction (General, Supplementary and other Conditions) must be suitable for use with the form of agreement between the Owner and Contractor that Williamson County desires to use for the Project and, to the extent the terms of the Conditions of the Contract for Construction and the terms of the County's preferred agreement between the Owner and Contractor conflict or do not align with one another, A/E must resolve all issues contained in the Conditions of the Contract for Construction so the Contract Documents complement one another.**

§ 3.4.4 Upon 75% completion of the Construction Documents, the A/E shall provide for the Owner's approval a written, itemized estimate of the Cost of the Work with cost project to the schedule date of completion of the Bidding and Negotiation Phase of Services. If that estimate does not conform to the initial Owner-approved budget, and any Owner-approved amendments thereto, the A/E shall provide a written statement to the Owner describing the specific reasons for the deviation and suggesting alternative designs or changes that can be made to the design in order to bring the Cost of the Work within the then-current Owner budget.

§ 3.4.5 The A/E shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The A/E shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the A/E shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The A/E shall assist the Owner and the Williamson County Purchasing Department in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and

- retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3** organizing and conducting a pre-bid conference for prospective bidders;
- .4** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The A/E shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The A/E shall assist the Owner and the Williamson County Purchasing Department in obtaining proposals by

- .1** procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2** organizing and participating in selection interviews with prospective contractors; and
- .3** participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The A/E shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The A/E shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the Uniform General Conditions for Williamson County.

§ 3.6.1.2 The A/E shall advise and consult with the Owner during the Construction Phase Services. The A/E shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The A/E shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the A/E be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The A/E shall be responsible for the A/E's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 The A/E's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the A/E issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The A/E shall visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the portion of the Work completed, and to determine if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the A/E shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the A/E shall keep the Owner informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The A/E has the authority to reject Work that does not conform to the Contract Documents and to notify Owner that A/E is rejecting such Work as not conforming to the requirements of the Contract Documents. Whenever the A/E considers it necessary or advisable, the A/E shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the A/E nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the A/E to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The A/E shall interpret and advise the Owner of that interpretation on matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The A/E's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations by the A/E shall be consistent with the requirements indicated in or reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When approved by Owner in advance, the A/E's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless otherwise provided, the A/E shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents or as requested by Owner.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The A/E shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The A/E's certification for payment shall constitute a representation to the Owner, based on the A/E's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the A/E's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon

Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the A/E.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the A/E has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The A/E shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The A/E shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The A/E's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the A/E's professional judgment to permit adequate review.

§ 3.6.4.2 The A/E shall review and approve or take other appropriate action upon the Contractor's submittals (including Shop Drawings, Product Data and Samples, etc.) as necessary to ascertain their conformance with the requirements for the Work as indicated in the Contract Documents. The A/E's review shall not be conducted for the purposes of confirming dimensions or quantities in those submittals except to the extent that the Contractor has requested the assistance of the A/E to determine certain dimensions because those indicated in the Construction Documents conflict with existing field conditions or because the dimensions in the Construction Documents contain erroneous, inconsistent, or incomplete information or dimensions for which clarification is needed and can be supplied by the A/E. The A/E's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the A/E, of any construction means, methods, techniques, sequences or procedures.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the A/E shall specify the appropriate performance and design criteria that such services must satisfy. The A/E shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the A/E.

§ 3.6.4.4 The A/E shall review and respond to requests for information about the Contract Documents. The A/E shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The A/E's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the A/E shall

prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The A/E shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 Subject to the approval of the Owner, the A/E may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. All authorizations for minor changes in the Work shall be in writing, or confirmed by the A/E in writing within 24 hours of authorization of the change. The A/E shall, immediately upon authorizing a minor change in the Work, provide written notice to the Owner thereof, describing the change, and confirming that the change will not affect the Contract Time or the Contract Sum. The A/E shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The A/E shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The A/E shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The A/E's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the A/E shall advise the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The A/E shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the A/E shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The Owner may request Additional Services of the A/E. Additional Services will be requested by the Owner, and confirmed in writing. Should the Owner request services that the A/E believes to be outside the scope of Basic Services, the A/E shall, before performing those services, inform the Owner in writing of the A/E's belief that the services requested are Additional Services and shall provide an estimate in writing to the Owner of the probable total of the Additional Services fees to be incurred in performing the services requested. **The A/E shall not proceed to provide Additional Services until the A/E receives the Owner's written authorization following Owner's receipt of the probable total of the Additional Services fees to be incurred in performing the services requested.**

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the A/E, any Additional Services provided in accordance with this Section 4.2 shall entitle the A/E to compensation pursuant to Section 11.3 and an appropriate adjustment in the A/E's schedule. Upon recognizing the need to perform Additional Services, the A/E shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. **The A/E shall not proceed to provide Additional Services until the A/E receives the Owner's written authorization.**

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. A/E and Owner acknowledge that the information provided is subject to change, but that the Basic Services Fees indicated herein take that change into account.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the A/E. The A/E shall prepare designs and Construction Documents so that the Project can be built within the Owner's budget for the Project.

§ 5.3 With respect to any action, decision or determination which is to be taken or made by Owner with respect to the Project, the Owner shall identify a representative authorized to take such action or make such decision or determination or the Owner's representative shall notify A/E in writing of an individual or governing body (i.e. Williamson County Commissioners Court) responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual or governing body for response or action. Owner may change the designated representative upon written notice to the A/E; and the Owner may modify the scope of authority of the designated representative in like manner. The Owner shall render decisions and approve the A/E's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the A/E's services. The Owner's representative shall not have any right to modify, amend or terminate this Agreement or issue

authority to A/E to perform Additional Services unless otherwise granted such authority by the Williamson County Commissioners Court.

§ 5.4 The A/E shall coordinate its Services and those of its subconsultants with the services provided by the Owner or Owner's separate consultants, if any.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, where needed for performance of the Work and where the need is not the result of the A/E's negligence or failure to perform.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests, where needed for performance of the Work and where the need is not the result, in whole or in part, of the A/E's negligence or failure to perform.

§ 5.7 The Owner shall provide prompt written notice to the A/E if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the A/E's Instruments of Service, provided nothing in this Agreement shall be construed as to require the Owner to determine the adequacy, accuracy, or sufficiency of the design, the Construction Documents, or the A/E's services.

§ 5.8 The A/E shall coordinate the A/E's duties and responsibilities set forth in the Contract for Construction with the A/E's services set forth in this Agreement. The A/E shall perform in a manner consistent with the obligations of the A/E as stated in this Agreement and in the Contract Documents. The Owner shall provide the A/E a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.9 The Owner shall provide the A/E access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the A/E access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the A/E and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the A/E, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs.

§ 6.2 The Owner's budget for the Cost of the Work may be adjusted throughout the Project. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the A/E, represent the A/E's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the A/E nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions.

§ 6.3 In preparing estimates of the Cost of Work, the A/E shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The A/E's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

§ 6.4 The A/E's estimate of the Cost of the Work shall be projected to the scheduled date of completion of the Bidding and Negotiation Phase of Services.

§ 6.5 If at any time the A/E's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the A/E shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the A/E in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal for reasons not related to the fault of the A/E, the Owner shall at the Owner's sole discretion:

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with this Agreement;
- .4 in consultation with the A/E, revise the Project program, scope, or quality as required to reduce the Cost of the Work;
- .5 instruct the A/E to modify its design and the Construction Documents so that the Cost of the Work fall within the Owner's budget; or
- .6 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.5, the A/E, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The A/E and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The A/E hereby assigns to the Owner, without reservation, all copyrights in all Project-related documents, models, photographs and other expression created by the A/E. Among those documents are certain "Instruments of Service" including the design drawings and the Construction Documents. The Owner's obligation to pay the A/E is expressly conditioned upon the A/E obtaining a valid assignment of copyrights from its subconsultants in terms similar to those that obligate the A/E to the Owner as express in this Article 7, which copyrights the A/E, in turn, hereby assigns to Owner. The Owner, in return, hereby grants to A/E and its subconsultants a

revocable, nonexclusive license to reproduce the documents for purposes relating directly to the A/E's performance of its obligations under this Agreement, to the A/E's archival records, and for the A/E's reproduction of drawings and photographs in the A/E's marketing materials, provided that the Project-related contents of those materials are approved as requested in Section 7.3 of this Agreement. This nonexclusive license shall terminate automatically upon the occurrence of either a breach of this Agreement by the A/E or upon termination of this Agreement. This nonexclusive license granted in this Agreement to the A/E may be sub-licensed to the A/E's subconsultants (with the same limitations). Subject to the foregoing, this nonexclusive license shall terminate automatically upon A/E's assignment of this nonexclusive license to another or its attempt to do so.

§ 7.3 The A/E shall obtain similar nonexclusive licenses from the A/E's consultants consistent with this Agreement.

§ 7.3.1 To the extent that liability arises from misuse of the Instruments of Service by the Owner or another architect or engineer, the A/E shall not be responsible for that misuse.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. No other Project-related data, expression, or documents may be reproduced by the A/E or its consultants for any other purpose without the express written permission of the Owner.

§ 7.5 If the Owner subsequently reproduces Project-related documents or creates a derivative work based upon Project-related documents created by the A/E, the Owner shall (where permitted or required by law) remove or completely obliterate the original professional's seal, logo, and other indications on the documents of the identity of the A/E or its consultants.

§ 7.6 The A/E shall maintain the confidentiality of all Project documents and information and shall not publish or in any way disseminate or distribute any Project-related documents, including, but not limited to, correspondence, estimates, drawings, specifications, photographs, or any other material relating to the Project without the express written authorization of the Owner.

§ 7.7 Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of the Owner. Under no circumstances shall the A/E release any material or information developed in the performance of its services hereunder without the express written permission of Owner.

§ 7.8 No license is granted by this Agreement or otherwise allowing A/E or its consultants to reproduce, distribute, modify, display or otherwise use Owner-related marks, logos, and graphics. The Parties agree that marks, logos, and graphics related to Owner are valuable intellectual property and that misuse or misappropriation of them will damage the Owner.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and A/E shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the period

specified by applicable law. The Owner and A/E waive all claims and causes of action not commenced in accordance with this Agreement.

§ 8.1.2 To the extent damages are covered by proceeds received by the claimant from property insurance, the Owner and A/E waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the Uniform General Conditions for Williamson County. The Owner or the A/E, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The County Judge or his/her designee and/or agent as designated by the County Judge (individually or collectively the “County Judge”) shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the A/E. It is mutually agreed by both parties that the County Judge shall act as referee in all questions arising under the terms of this Agreement between the parties hereto. Nothing contained in this section shall be construed to authorize the County Judge to alter, vary or amend any of the terms or provisions of this Agreement.

§ 8.2 MEDIATION

§ 8.2.1 The Owner and A/E shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement.

§ 8.2.2 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in Williamson County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 All disputes not resolved through mediation shall be resolved through litigation in Williamson County, Texas. However, nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 The A/E shall give the Owner 21 days’ written notice of the A/E’s intention to terminate or suspend the Services under this Agreement. The notice shall detail the A/E’s specific reason(s) for its intended termination or suspension and shall state with specificity the means by which the Owner may cure the alleged reason.

§ 9.2 If the Owner fails to make payments to the A/E that are otherwise due hereunder, the A/E shall give the Owner 14 days’ advanced written notice of its intention to suspend Services. If the Owner fails to either pay or justify its lack of payment in accordance with the terms of this Agreement, A/E may give notice of suspension and suspend the Services five (5) days thereafter.

Services shall otherwise be performed continually and expeditiously, including during the pendency of disputes.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the A/E, the A/E may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4. This Agreement may be terminated by the Owner, with or without cause, for the Owner's convenience upon not less than seven (7) days' written notice to the A/E. Should the Owner terminate this Agreement for cause, but that cause be subsequently found to be insufficient to support termination, the termination shall be deemed one of convenience.

§ 9.5 In the event of termination not the fault of the A/E, the A/E shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be performable in Williamson County, Texas. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in Uniform General Conditions for Williamson County, unless a contrary definition is set forth here or inferable herefrom.

§ 10.3 The Owner and A/E, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. The Services to be provided by the A/E are deemed to be personal in nature and the A/E may not assign its interest or obligations under this Agreement without the written consent of the Owner.

§ 10.4 If the Owner requests the A/E to execute certificates, the proposed language of such certificates shall be submitted to the A/E for review. If the Owner requests the A/E to execute consents, the A/E shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the A/E for review. The A/E shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or A/E.

§ 10.6 Unless otherwise required in this Agreement, the A/E shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless the hazardous materials or toxic substances were brought to the Project pursuant to the terms of the Contract Documents. Should

the A/E become aware of the presence of hazardous materials or toxic substances on the Project site, it shall immediately report that presence to the Owner.

§ 10.7 The A/E shall have the right to include photographic or artistic representations of the design of the Project among the A/E's promotional and professional materials. The A/E shall be given access to the completed Project, when approved by Owner, to make such representations. However, the A/E's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the A/E in writing of the specific information considered by the Owner to be confidential or proprietary.

§ 10.8 If the A/E or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. However, to the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

ARTICLE 11 COMPENSATION

§ 11.1 For the A/E's Basic Services, the Owner shall compensate the A/E as follows:

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the A/E as follows:

A lump sum amount to be agreed upon, in advance, between Owner and A/E. Alternatively, if approved by Owner, in advance and in writing, A/E's Additional Services shall be based on the hourly rate provided herein below as Exhibit B.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the A/E as follows:

A lump sum amount to be agreed upon, in advance, between Owner and A/E. Alternatively, if approved by Owner, in advance and in writing, A/E's Additional Services shall be based on the hourly rate provided herein below as Exhibit B.

§ 11.4 Compensation for Additional Services of the A/E's consultants when not included in Section 11.2 or 11.3, shall be the actual amount invoiced to the A/E, or as otherwise stated below.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	percent	()
Design Development Phase	percent	()
Construction Documents Phase	percent	()
Bidding or Negotiation Phase	percent	()
Construction Phase	percent	()
<hr/>			
Total Basic Compensation	one hundred percent	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal falling within the Owner's budget, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work approved by the Owner for such portions of the Project. The A/E shall be entitled to compensation in accordance with this Agreement for all services performed by the A/E in accordance with this Agreement whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for Additional Services performed by the A/E and the A/E's consultants, if any, are set forth in the attached Exhibit B.

(If applicable, attach an exhibit of hourly billing rates.)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 A/E shall be reimbursed for actual non-labor and subcontract expenses incurred directly related to the Project and in the performance of the services under this Agreement strictly in accordance with the Williamson County Vendor Reimbursement Policy, which attached hereto as Exhibit D and is incorporated herein by reference. Reimbursable Expenses are in addition to compensation for Basic and Additional Services.

§ 11.8.2 Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and otherwise fully comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to A/E without mark-up.

§ 11.9 A/E acknowledges that it has reviewed the Williamson County Vendor Reimbursement Policy in advance of executing this Agreement and that A/E hereby agrees to comply with the terms of same.

§ 11.10 PAYMENTS TO THE A/E

§ 11.10.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. On or about the last day of each calendar month during the performance of the A/E's Services, the A/E shall submit a sworn statement to the Owner's designated representative, along with timesheets detailing hours worked, receipts detailing expenses incurred, and other support documentation, in a form acceptable to Owner's Auditor, setting forth the Services provided under this Agreement during such calendar month, the compensation due, plus any amounts requested by A/E for Additional Services. In the event that A/E's request includes charges based upon hourly billing rates or other rates based upon the amount of time worked by an individual(s), whether employees of A/E or A/E's subconsultants, the charges shall be accompanied by an affidavit signed by an officer or principal of the A/E certifying that the work was performed, it was authorized by Owner, and that all information contained in the invoice is true and correct.

§ 11.10.2. Owner's designated representative shall review the A/E's invoices within twenty-one (21) days of receipt and approve them, or request modifications consistent with this Agreement. Once Owner approves the A/E's invoice, Owner shall pay same within thirty (30) days after the Williamson County Auditor receives the approved invoice.

§ 11.10.3 Owner's payment for goods and services is governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by A/E, Owner shall notify A/E of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of A/E, A/E shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by A/E beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the County, A/E shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be submitted to the Owner's designated representative when payment is requested.

§ 11.10.5 Right to Audit. A/E agrees to maintain, for a period of seven years, detailed records identifying each individual performing the services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, and provide such other details as may be requested by the County Auditor for verification purposes. A/E agrees that Owner or its duly authorized representatives shall, until the expiration of three years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of A/E which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. A/E agrees that Owner shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 The A/E shall provide prompt written notice to the Owner if the A/E becomes aware of any defect or omission in the design of the Project or in the Construction Documents, including but not limited to errors, omissions, or inconsistencies in the A/E's Instruments of Service.

§ 12.2 A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

§ 12.3 A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY A/E.

§ 12.4 A/E FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS CONTRACT.

§ 12.5 THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND

CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

§ 12.6 IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN A/E IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. A/E SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

§ 12.7 Not Used.

§ 12.7.1 Not Used.

§ 12.8 The Parties agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

§ 12.9 The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, 512/305-9000, www.tbae.state.tx.us, has jurisdiction over individuals licensed under the Architect's Registration Law, Texas Civil Statutes, Article 249a. To the extent applicable, the responsible engineer shall sign, seal and date all appropriate engineering submissions to County and shall at all times comply with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the A/E and supersedes all prior negotiations, representations or agreements, either written or oral.

This Agreement may be amended only by written instrument signed by both Owner and A/E, unless such amendment by unilateral action of the Owner is expressly provided for in this Agreement. Individual handwritten modifications of this Agreement shall be of no effect unless each such modification is initialed by Owner and A/E.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 This Agreement for Architectural and Engineering Services;
- .2 Exhibit A: Initial Project Information, if any;
- .3 Exhibit B: Hourly Rates, if any;
- .4 Exhibit C: Production Schedule, if any;
- .5 Exhibit D: Williamson County Vendor Reimbursement Policy
- .6 Grant Project documents:

(List other documents, if any, and additional scopes of service, if any, forming part of the Agreement.)

§ 13.3 This Agreement is not effective until signed by the Owner and A/E. The Owner executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court of Williamson County, Texas, so authorizing. The A/E's duly authorized representative acknowledges by his/her signature below that he/she has read and understands the above paragraphs and that A/E has the obligation to ensure compliance with this Agreement by itself and its employees, agents, and representatives.

This Agreement shall be effective as of the date of the last party's execution of this Agreement.

WILLIAMSON COUNTY, TEXAS (Owner)

_____ (A/E)
(Name of Firm/Entity)

By: _____
Dan A. Gattis,
Williamson County Judge

By: _____
(Signature)

Date Signed: _____, 20__

Printed Name: _____

Title: _____

Date Signed: _____, 20__

Exhibit A
Initial Project Information

Exhibit B
Hourly Rates

Exhibit C
Production Schedule

Exhibit D

Williamson County Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

Adopted Version April 7, 2014

- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

- 3.1 Meal reimbursements are limited to a maximum of \$40.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance.
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

Adopted Version April 7, 2014

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 Date
 - 7.2.1.2 Destination
 - 7.2.1.3 Purpose

- 7.2.1.4 Name of traveler(s)
- 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from vendor's employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable, are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses, as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service
- 10.5 Movie rentals
- 10.6 Damage to personal clothing
- 10.7 Flowers/plants
- 10.8 Greeting cards
- 10.9 Fines and/or penalties

Adopted Version April 7, 2014

- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to air, hotel and/or car rental
- 10.13 Auto repairs
- 10.14 Baby sitter fees, kennel costs, pet or house-sitting fees
- 10.15 Saunas, massages or exercise facilities
- 10.16 Credit card delinquency fees
- 10.17 Doctor bills, prescription and other medical services
- 10.18 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

1. Submittal Format and Delivery of Statements of Qualifications

Williamson County uses BidSync to distribute and receive bids, proposals and Statements of Qualifications. Statements of Qualifications can be submitted electronically through BidSync or by hard copy. Refer to www.bidsync.com for further information.

If mailed or delivered in person, Statements of Qualifications and Statements of Qualifications addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFQ, to:

Williamson County Purchasing Department

Attn: **RFQ NAME AND NUMBER**

901 South Austin Avenue

Georgetown, Texas 78626

Williamson County will not accept any Statements of Qualifications received after the submittal deadline, and shall return such Statements of Qualifications unopened to the Respondent.

Williamson County will not accept any responsibility for Statements of Qualifications being delivered by third party carriers.

Statements of Qualifications will be opened publicly in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud.

2. General Information

2.1 Additional Information

The County reserves the right to request further information or documentation, and to discuss an RFQ for any purpose in order to answer questions or to seek clarification on any aspect of the submission.

2.2 Respondent's Acceptance

By submitting a response to this RFQ, the firm/team certifies that it has fully read and understands the request for qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

2.3 Texas Public Information Act

Williamson County considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

Respondents are hereby notified that Williamson County strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

2.4 Commitment

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for Williamson County and that Williamson County has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

2.5 Williamson County Conflict of Interest Statement

On Tuesday November 6, 2007, the Williamson County Commissioners Court approved the following: All bids, proposals, and requests for qualifications under consideration by Williamson County for contract award, shall contain a signed affidavit acknowledging the responders awareness of Section 176.006 of the Texas Local Government Code as it relates to conflicts of interest.

2.6 Certificate of Interested Parties Texas Ethics Commission (Form 1295)

As of January 1, 2016, Respondents are responsible for complying with the Texas Government Code Section 2252.908. **The law states that Williamson County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to Williamson County at the time the Respondent submits the signed contract to Williamson County.**

The disclosure requirement applies to any contract of Williamson County entered into on or after January 1, 2016 that either:

1. requires an action or vote by the Commissioners Court (all contracts that fall under the jurisdiction of Commissioners Court approval such as contracts resulting from an IFB, RFP, RFQ etc. excluding but not limited to certain Juvenile Services contracts, contracts funded with Sheriff's seized funds monies etc.) before the contract may be signed
2. has a value of at least \$1 million.

Note: Since the majority of contracts with Williamson County require approval by the Commissioners Court, this form will most likely be required to be supplied.

On January 1, 2016, the Texas Ethics Commission made available on its website a new filing application that must be used to file Form 1295.

Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

1. use the online application to process the required information on Form 1295
2. print a copy of the form which will contain a unique certification number
3. an authorized agent of the Respondent must sign the printed copy of the form
4. and have the form **notarized**
5. the completed Form 1295 and certification of filing must be filed (scanning and emailing form is sufficient) with Williamson County at the time the signed contract is submitted for Commissioners Court approval.

After Commissioners Court award of the contract, Williamson County must:

- (1) notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Williamson County.

CONFLICT OF INTEREST QUESTIONNAIRE**For vendor or other person doing business with local governmental entity****Form CIQ**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2

Check this box if you are filing an update to a previously filed questionnaire.

☐

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

	5
	6

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

	5
	6

CONFLICT OF INTEREST QUESTIONNAIRE **For vendor or other person doing business with local governmental entity**

Form CIQ
Page 2

5

Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

	5
	6

6. Describe any other affiliation or business relationship that might cause conflict of interest:

	5
	6


7

Signature of person doing business with the governmental entity

Date

Signature not required if completing in BIDSYNC electronically.

3		4
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 <https://0f81d5c2334756a8d26a-7c1335b7194851f9117ef1037604d9f5.ssl.cf1.rackcdn.com/Proposal%20References.PNG>

List

the
last
three
(3)
companies
or
governmental
agencies,
where
the
same
or
similar
goods
and/or
services
as
contained
in
this
RFP
package,
were
recently
provided
by
Respondent.

Reference

1

Client
Name:
Location:

Contact
Name:
Title:

DEBARMENT AND LICENSING CERTIFICATION

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- (d) Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
- (e) Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- (f) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Name of Firm

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by

on this the day of , 20, on behalf of said Firm.

Notary Public in and for the State of Texas

My commission expires:

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYSN ELECTRONICALLY.

Question and Answers for Bid #1611-128 - RV Park Development at Williamson County Expo Center- Phase II development

Overall Bid Questions

There are no questions associated with this bid.